

RECEIVED

JUL 11 2016

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT 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): 43-4212 43-4213 43-4221 43-10457 43-13039 _____
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)
Arden Eugene Wickel _____
5. Expiration Date of Notification Period 02/05/2046 _____
6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO
7. Signature(s) (and title if applicable) wm duns _____
Loan Central Supervisor

For Office Use Only

Received by	Date	Fee
Received by <u>DM</u>	Date <u>7-11-2016</u>	Receipt No. <u>\$125-5035586</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SUPPORT DATA**IN FILE #** 43-4212

RECORDATION REQUESTED BY:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

SEND TAX NOTICES TO:

Broken Box Cattle Co., LLC
2337 East 1500 South
Malta, ID 83342

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

#110265840

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated June 20, 2016, is made and executed between Arden Eugene Wickel also known as Arden E. Wickel an undivided 1/2 interest and Justin W. Wickel an undivided 1/2 interest (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 517, Corner of Market & Main, Albion, ID 83311 (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 Cassia County, State of Idaho:

Refer to Exhibit "A" hereto and made apart thereof.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 43-4212 with a claimed priority of April 1, 1894 to 2 cfs of irrigation water from Raft River a tributary of the Snake River together with the water rights represented by Idaho State Department of Water Resources Water Right No. 43-4213 with a claimed priority of April 15, 1959 to 1.08 cfs of ground water, together with the water rights represented by Idaho State Department of Water Resources Water Right No. 43-44221 with a claimed priority of January 1, 1909 to 0.16 cfs of ground water, together with the water rights represented by Idaho State Department of Water Resources Water Right No. 43-10457 with a claimed priority of November 30, 1971 to 0.12 cfs of ground water, together with the water rights represented by Idaho State Department of Water Resources Water Right No. 43-13039 with a claimed priority of June 30, 1985 to 0.64 cfs of ground water 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 See Legal Description for 1,027 acres., Malta, ID 83342. The Real Property tax identification number is RP13S27E069000A; RP13S27E070151A, RP13S27E070152A; RP13S27E083600A; RP13S28E134800, RP13S28E136000A, RP13S28E244800, RP13S28E246000, RP13S28E253000; RP13S28E248400A, RP13S28E250000A; RP13S29E302400A; RP13S28E250600A.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against 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 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:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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.

Duty to Maintain. Grantor shall maintain the Property in tenantable 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

INITIAL



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

July 12, 2016

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303-0087

Re: Notice of Security Interest in a Water Right for Water Right 43-4212, 43-4213, 43-7221,
43-10457 and 43-13039 / Arden Eugene Wickel

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owners of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures

cc: Arden Eugene Wickel