

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 09 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): 47-4147, 47-4148, 47-7624, 47-10944
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) James Fitzgerald Herman
5. Expiration Date of Notification Period 5/10/2036
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) Julia Harnar
Loan Processor

For Office Use Only

Received by	<u>Am</u>	Date	<u>6-9-2016</u>	Fee	<u>\$100 -</u>
Received by		Date		Receipt No.	<u>5036513</u>
Processed by		Date		WR	
				Date	

SUPPORT DATA

IN FILE # 47-4147

RECORDATION REQUESTED BY:

D. L. Evans Bank
Twin Falls Financial Center
P.O. Box 87
906 Blue Lakes Blvd. N.
Twin Falls, ID 83301

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Twin Falls Financial Center
P.O. Box 87
906 Blue Lakes Blvd. N.
Twin Falls, ID 83301

SEND TAX NOTICES TO:

James F. Herman
2738 East 2400 North
Twin Falls, ID 83301

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

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS

08:11:28 AM 05-13-2016

2016007804

NO. PAGES 7 FEE: \$28.00

KRISTINA GLASCOCK

COUNTY CLERK

DEPUTY: JWD

Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated May 9, 2016, among James F. Herman; an unmarried man ("Grantor"); D. L. Evans Bank, whose address is Twin Falls Financial Center, P.O. Box 87, 906 Blue Lakes Blvd. N., Twin Falls, ID 83301 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TitleOne Corporation, whose address is 1101 West River Street, Suite 201, Boise, ID 83702 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Twin Falls County, State of Idaho:

TOWNSHIP 12 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

A tract of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30 and in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 31, more particularly described as follows:

Beginning at a point on the South boundary of said Section 30 bearing South 89°55'00" East, 1234.45 feet from the Southwest corner thereof;

Thence North 0°21'27" East, 261.02 feet to an iron pin;

Thence North 87°15'45" East, 797.80 feet to an iron pin;

Thence South 0°33'42" East, 300.20 feet to an iron pin set in the South boundary of said Section 30, which pin bears North 89°52'00" East, 27.50 feet from the South Quarter corner of Section 30;

Thence South 0°33'42" East, 267.79 feet to an iron pin;

Thence South 89°46'32" West, 805.83 feet to an iron pin;

Thence North 0°21'27" East, 272.00 feet to THE POINT OF BEGINNING.

Together with the Water Rights represented by Idaho State Department of Water Resources Water Right No. 47-4147 with a claimed priority of January 1, 1951 to 0.6 CFS of Commercial, 0.52 CFS of Heating, 0.04 CFS Domestic of the waters of Groundwater and Nat-Soo-Pah Warm Spring a tributary of the Sinks, Water Right No. 47-4148 with a claimed priority of December 31, 1926 to 0.28 CFS of Irrigation, 0.12 CFS of Stockwater, 0.28 CFS Commercial, 0.04 CFS Domestic of the waters of Nat-Soo-Pah Warm Spring a tributary of the Sinks, Water Right No. 47-7624 with a claimed priority of January 28, 1980 to 0.28 CFS of the waters of Groundwater, and Water Right No. 47-10944 with a claimed priority of October 15, 1987 to 0.04 CFS of the waters of Groundwater together with any and all other water rights and ditch rights appurtenant to the above described premises.

The Real Property or its address is commonly known as 2733 East 2400 North and 2734 East 2400 North, Twin Falls, ID 83301. The Real Property tax identification number is RP12S17E310610A and RP12S17E306600A.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust 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 Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust 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).

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.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

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

[Handwritten Signature]
INITIAL

Exhibit A

TOWNSHIP 12 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

A tract of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30 and in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 31, more particularly described as follows:

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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

June 10, 2016

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

Re: Notice of Security Interest in a Water Right for Water Right 47-4147, 47-4148, 47-7624
and 47-10944 / James Herman

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,

A handwritten signature in cursive script, reading "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

Enclosures

cc: James Herman