

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 04 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

RECEIVED

APR 06 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): OK 15-7130, 15-7189 OK

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) Julie Willie, Timothy R. Willie

Hanging T. Farms, LLC

5. Expiration Date of Notification Period 08/20/50

6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO

7. Signature(s) (and title if applicable) *W. R. King* V.P.

Loan Officer

For Office Use Only

Received by DM

Date 4-4-2016

Fee \$50-

Received by DM

Date 4-4-2016

Receipt No. 5035364

Processed by AJ

Date _____

WR JB

Date 4/8/2016

SUPPORT DATA

IN FILE # 15-7130

RECORDATION REQUESTED BY:

D. L. Evans Bank
North Pocatello Branch
4080 Yellowstone Ave.
Pocatello, ID 83202

WHEN RECORDED MAIL TO:

D. L. Evans Bank
North Pocatello Branch
4080 Yellowstone Ave.
Pocatello, ID 83202

SEND TAX NOTICES TO:

Hanging T Farms LLC, Timothy Willie and Julie Willie

153450
22 JANUARY 16
4:30 P
Matthew L. Cotton
16.00
NORTHERN TITLE CO.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 23, 2015, is made and executed between **PARCEL 1: Timothy Willie and Julie Willie, Husband and Wife**

PARCEL 2&3: Hanging T Farms, LLC (referred to below as "Grantor") and **D. L. Evans Bank**, whose address is 4080 Yellowstone Ave., Pocatello, ID 83202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 24, 2015 (the "Mortgage") which has been recorded in Oneida County, State of Idaho, as follows:

Recorded August 25, 2015 as Instrument No. 152907.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Oneida County, State of Idaho:

PARCEL 1:

A parcel of land located in Section 28, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the North quarter corner of said Section 28, from which the Northwest Corner of Section 28 bears South 89° 49' 30" West 2652.09 feet; Thence North 87° 18' 08" West 123.93 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set at a fence corner, said point also being the southwesterly right of way fence line of Depot Road, the True Point of Beginning;
Thence South 40° 31' 12" East 520.29 feet along said right of way fence line to a 5/8" rebar with cap;
Thence South 58° 05' 50" West 183.26 feet to a 5/8" rebar with cap;
Thence South 15° 55' 18" East 197.69 feet to a 5/8" rebar with cap set at a fence corner; Thence South 64° 44' 07" West 37.60 feet along said fence line to a 5/8" rebar with cap set at a fence angle point;
Thence South 60° 25' 28" West 1178.26 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence North 07° 05' 58" East 907.25 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
Thence North 66° 21' 22" East 60.24 feet to a 5/8" rebar with cap set at a fence angle point;
Thence North 63° 55' 57" East 373.30 feet along said fence line to a 5/8" rebar with cap set at a fence angle point;
Thence North 59° 02' 40" East 372.47 feet along said fence line to the True Point of Beginning.

PARCEL 2: (BANK PARCEL)

A parcel of land located in Section 36, Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the Northeast corner of said Section 36, from which the East quarter corner of Section 36 bears South 00° 02' 45" West 2640.89 feet;
Thence South 00° 02' 45" West 924.46 feet along the east line of said Section 36 to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set at the extension of a fence line;
Thence South 41° 43' 18" West 923.72 feet along said extension and fence line to a 5/8" rebar with cap;
Thence South 38° 14' 01" West 197.54 feet along said fence line to a 5/8" rebar with cap;
Thence South 36° 20' 22" West 593.89 feet along said fence line to a 5/8" rebar with cap;
Thence South 35° 15' 02" West 546.60 feet along said fence line to a 5/8" rebar with cap;
Thence South 37° 51' 28" West 65.90 feet along said fence line to a 5/8" rebar with cap;
Thence South 34° 49' 19" West 306.79 feet along said fence line and its extension to the centerline of Little Malad River;
Thence North 29° 41' 36" West 105.45 feet along said centerline;
Thence North 57° 21' 14" West 112.50 feet along said centerline;
Thence North 75° 04' 33" West 45.10 feet along said centerline;
Thence South 72° 20' 30" West 156.81 feet along said centerline;
Thence North 32° 56' 29" West 66.87 feet along said centerline;
Thence North 62° 01' 57" West 54.79 feet along said centerline;
Thence North 83° 53' 59" West 31.76 feet along said centerline;
Thence North 50° 52' 44" West 97.43 feet along said centerline;
Thence North 22° 32' 26" West 35.69 feet along said centerline;
Thence North 01° 19' 44" West 31.28 feet along said centerline;
Thence North 16° 34' 44" West 54.80 feet along said centerline;
Thence North 36° 44' 42" East 2000.62 feet to the end of a fence line;
Thence North 43° 25' 00" East 1350.99 feet along said fence;
Thence North 65° 35' 23" East 24.47 feet along said fence;
Thence North 17° 57' 13" East 24.75 feet along said fence to the North line of said Section 36;
Thence South 89° 43' 48" East 27.38 feet along said North line to the Point of Beginning.

MODIFICATION OF MORTGAGE
(Continued)

153458

Loan No: 311210064/12

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MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

MODIFY WATER RIGHT INFORMATION TO:

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 15-7130 with a claimed priority of July 22, 1991 to 0.32 cfs of irrigation water from groundwater and Water Right No. 15-7189 with a claimed priority of August 2, 2000 to 0.9 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 5 Shares Of The Capital Stock Of The St. Johns Water Irrigation Company Certificate No. Z191, Together With Any And All Other Water Rights And Ditch Rights Appurtenant To The Above Described Premises.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 23, 2015.

GRANTOR:

HANGING T FARMS LLC

By:

Timothy Ray Willie, Manager of Hanging T Farms LLC

By:

Thomas Ray Willie, Member of Hanging T Farms LLC

By:

Timothy Kirk Willie, Member of Hanging T Farms LLC

x Timothy Willie, Individually

x Julie Willie, Individually

LENDER:

D. L. EVANS BANK

x

Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

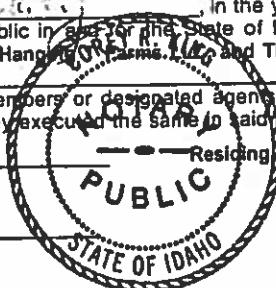
STATE OF Idaho

COUNTY OF Blaine

On this 14 day of January, in the year 2016, before me Greg R King, a notary public in and for the State of Idaho, personally appeared Timothy Ray Willie, Manager of Hanging T Farms LLC; Timothy Kirk Willie, Member of Hanging T Farms LLC; and Thomas Ray Willie, Member of Hanging T Farms LLC, known or identified to me (or proved to me on the oath of Greg R King), to be members or designated agents in the limited liability company of Hanging T Farms LLC, and the members or designated agents who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company name.

Notary Public for Idaho

My commission expires 6-1-2016



INDIVIDUAL ACKNOWLEDGMENT

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

MODIFY WATER RIGHT INFORMATION TO:

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 15-7130 with a claimed priority of July 22, 1991 to 0.32 cfs of irrigation water from groundwater and Water Right No. 15-7189 with a claimed priority of August 2, 2000 to 0.9 cfs of irrigation water from groundwater; together with any and all other water rights and ditch rights appurtenant to the above described premises.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 23, 2015.

GRANTOR:

HANGING T FARMS LLC

By: Timothy Ray Willie
Timothy Ray Willie, Manager of Hanging T Farms LLC

By: Thomas Ray Willie
Thomas Ray Willie, Member of Hanging T Farms LLC

x Timothy R Willie
Timothy Willie, Individually

By: Timothy Kirk Willie
Timothy Kirk Willie, Member of Hanging T Farms LLC

x Julie Willie
Julie Willie, Individually

LENDER:

D. L. EVANS BANK

x [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

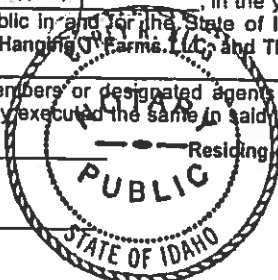
STATE OF Idaho

COUNTY OF Blaine

On this 11 day of January, in the year 2016, before me [Signature], a notary public in and for the State of Idaho, personally appeared Timothy Ray Willie, Manager of Hanging T Farms LLC; Timothy Kirk Willie, Member of Hanging T Farms LLC; and Thomas Ray Willie, Member of Hanging T Farms LLC, known or identified to me (or proved to me on the oath of [Signature]), to be members or designated agents in the limited liability company of Hanging T Farms LLC, and the members or designated agents who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company name.

Notary Public for Idaho

My commission expires 6-1-2016



INDIVIDUAL ACKNOWLEDGMENT

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 311210064/12

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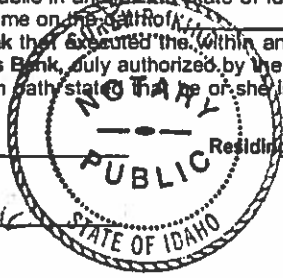
LENDER ACKNOWLEDGMENT

STATE OF Idaho)
) SSCOUNTY OF Bannock

)

On this 4 day of February, in the year 20 16, before me Gregory R. King, a notary public in and for the State of Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____), to be _____ authorized agent for D. L. Evans Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of D. L. Evans Bank, duly authorized by the D. L. Evans Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and in fact executed this said instrument on behalf of D. L. Evans Bank.

Notary Public for Idaho

Residing at Chubbuck, IDMy commission expires 6-1-2016



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

April 8, 2016

D L Evans Bank
PO Box 87
Twin Falls ID 83303

RE: Notice of Security Interest in a Water Right 15-7130 & 15-7189

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: Timothy Willie
Julie Willie
Hanging T Farms LLC
Northwest Farm Credit Services FLCA