

RECEIVED

DEC 23 2015

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): 37-22983 37-22984
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) Remington Monroe Equine LLC
5. Expiration Date of Notification Period 05/05/2035
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
Loan Officer Michael Schlatter

For Office Use Only

Received by	_____	Date	_____	Fee	<u>\$50 -</u>
Received by	<u>dm</u>	Date	<u>12-23-2015</u>	Receipt No.	<u>SO35165</u>
Processed by	_____	AJ	Date	WR	Date

SUPPORT DATA

IN FILE # 37-22983

RECORDATION REQUESTED BY:

D. L. Evans Bank
Hailey Branch
12 E. Bullion Suite A
Hailey, ID 83333

Instrument # 631831

HAILEY, BLAINE, IDAHO
12-15-2015 03:09:52 PM No. of Pages: 2
Recorded for : D L EVANS
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: MODIFICATION AMEND DEED OF TRUST

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Hailey Branch
12 E. Bullion Suite A
Hailey, ID 83333

SEND TAX NOTICES TO:

Remington Monroe Equine LLC
P.O. Box 5239
Ketchum, ID 83340

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 29, 2015, is made and executed between Remington Monroe Equine LLC; a California limited liability company ("Grantor") and D. L. Evans Bank, whose address is Hailey Branch, 12 E. Bullion Suite A, Hailey, ID 83333 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 29, 2015 (the "Deed of Trust") which has been recorded in Blaine County, State of Idaho, as follows:

recorded April 30, 2015 as Instrument No. 626256.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Blaine County, State of Idaho:

LOT 4A, BLOCK 1 OF A REPLAT OF LOT 4, BLOCK 1, BUCKHORN SUBDIVISION 2ND ADD AND LOTS 3A & 3B, BLOCK 1 BUTTERCUP MEADOWS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 376081, RECORDS OF BLAINE COUNTY, IDAHO.

11/30.6 portion of Water Right Nos. 37-20924 (.22 CFS) and 37-20926 (.44 CFS) as identified on the records of the Idaho Department of Water Resources

The Real Property or its address is commonly known as 162 S Hiawatha Dr., Hailey, ID 83333. The Real Property tax identification number is RP000720000040.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

MODIFY WATER RIGHT INFORMATION TO:

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 37-22983 with a claimed priority of March 24, 1883 to 0.220 cfs of irrigation water of Big Wood River a tributary of the Malad River and Water Right No. 37-22984 with a claimed priority of November 26, 1886 to 0.440 cfs of irrigation water of the waters of Big Wood River a tributary of the Malad River 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 Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust 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 Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust 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 Deed of Trust 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 DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 29, 2015.

GRANTOR:

REMINGTON MONROE EQUINE LLC

By:

Martin Brent Stevens, Manager of Remington
Monroe Equine LLC

LENDER:

D. L. EVANS BANK

X

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho

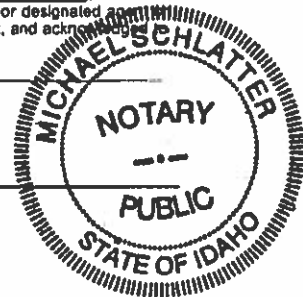
)

COUNTY OF Blaine

) SS

On this 2nd day of Nov, in the year 20 15, before me Michael Schlatter, a notary public in and for the State of Idaho, personally appeared Martin Brent Stevens, Manager of Remington Monroe Equine LLC, known or identified to me (or proved to me on the oath of me), to be one of the members or designated agents in the limited liability company of Remington Monroe Equine LLC, and the member or designated agent in the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he or she executed the same in said limited liability company name.

Notary Public for Idaho

Residing at HeilkeyMy commission expires 11-17-20

LENDER ACKNOWLEDGMENT

STATE OF Idaho

)

COUNTY OF Blaine

) SS

On this 15th day of December, in the year 20 15, before me Kelli L Young, a notary public in and for the State of Idaho, personally appeared Kevin, known or identified to me (or proved to me on the oath of Kevin), to be an 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 Heilkey IdahoMy commission expires 8-22-2017