

RECEIVED

OCT 26 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). ~~43-2058, 43-2214, 43-7140, 43-10015, 43-10017, 43-13044, 43-13046, 43-13048, 43-13050,~~
~~43-13052, 43-13054~~

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 BankP.O. Box 87Twin Falls, ID 83303

4. Name of Water Right Owner/Claimant(s) Kent Durfee,
Janis C. Durfee

5. Expiration Date of Notification Period 9/24/2025

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 DMDate 10-26-2015Fee \$275 -Received by DMDate 10-26-2015Receipt No. 3035070

Processed by _____

Date _____

WR _____

Date _____

RECORDATION REQUESTED BY:

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

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

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:

Kent R. Durfee
Janis C. Durfee
P.O. Box 193
Almo, ID 83312-0193

15258671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated September 24, 2015, is made and executed between Kent R. Durfee and Janis C. Durfee; husband and wife (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:

TOWNSHIP 16 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO.
SECTION 14: E1/2NW1/4, W1/2NE1/4.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 43-2058 with a claimed priority of July 29, 1911 to 0.8 CFS of Irrigation water from Raft River a tributary of the Snake River, Water Right No. 43-2214 with a claimed priority of March 28, 1917 to 0.12 CFS of Irrigation water from Raft River a tributary of the Snake River, Water Right No. 43-7140 with a claimed priority of July 27, 1979 to 2.00 CFS of Irrigation water from Groundwater, Water Right No. 43-10015 with a claimed priority of December 1, 1976 to 0.04 CFS of Domestic water from Groundwater, Water Right No. 43-13044 with a claimed priority of April 30, 1882 to 0.40 CFS of Irrigation water from Raft River a tributary of the Snake River, Water Right No. 43-13046 with a claimed priority of September 23, 1909 to 0.8 CFS of Irrigation Water from Raft River a tributary of the Snake River, Water Right No. 43-13048 with a claimed priority of September 19, 1962 to 0.73 CFS of Irrigation Water from Groundwater, Water Right No. 43-13050 with a claimed priority of January 4, 1963 to 1.02 CFS of Irrigation Water from Groundwater, Water Right No. 43-13052 with a claimed priority of April 1, 1963 to 0.32 CFS of Irrigation Water from Groundwater, Water Right No. 43-13054 with a claimed priority of March 15, 1978 to 0.14 CFS of Irrigation Water from Groundwater and Water Right No. 43-10017 with a claimed priority of December 1, 1976 to 0.13 CFS of Stockwater and 0.04 CFS of Domestic water from 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 3281 South Reid Springs Road, Almo, ID 83312. The Real Property tax identification number is RP16S24E142400A ; RP16S24E140601A.

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 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 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

TRD
Jed
9/24/15



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

November 4, 2015

ATTN KENT GUNNELL
D L EVANS BANK
PO BOX 517
ALBION ID 83311

Re: Notice of Security Interest in a Water Right for Water Right 43-7140 / Kent & Janis Durfee

Dear Mr. Gunnell:

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.

As we discussed on the phone, water right 43-7140 is the only water right appurtenant to the ground in which the bank holds a security interest so it was the only water right modified. Because D L Evans Bank was not added as a security interest holder to the other ten water rights listed on the Notice of Security Interest in a Water Right a \$250 refund of the filing fee will be sent to your attention in the near future.

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: Kent & Janis Durfee

Fawcett, Trish

From: Fawcett, Trish
Sent: Monday, November 02, 2015 2:32 PM
To: Marston, Sascha
Subject: Refund

Hi Sascha,

Please issue a \$250 refund from receipt S035070. The Bank listed and paid for being added as a security interest holder to 11 water rights when there was only one water right appurtenant to the property they hold a mortgage on. Please reference Kent Durfee on the refund and send to:

Attn Kent Gunnell
D L Evans Bank
PO Box 517
Albion ID 83311

Thank You!

Trish Fawcett
Technical Records Specialist
IDWR - Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301
Phone (208) 736-3033
trish.fawcett@idwr.idaho.gov