

RECEIVED

OCT 19 2015

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**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): 47-7054
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) Jerry Ray Vaughn
5. Expiration Date of Notification Period 02/15/2031
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) [Signature]
Loan Officer

For Office Use Only

Received by <u>DM</u>	Date <u>10-19-2015</u>	Fee <u>\$25-</u>
Received by <u>DM</u>	Date <u>10-19-2015</u>	Receipt No. <u>3035060</u>
Processed by _____	Date _____	WR _____ Date _____

RECORDATION REQUESTED BY:

D. L. Evans Bank
Blue Lakes Branch
P.O. Box 87
215 Blue Lakes Blvd. N.
Twin Falls, ID 83303

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Blue Lakes Branch
P.O. Box 87
215 Blue Lakes Blvd. N.
Twin Falls, ID 83303

SEND TAX NOTICES TO:

Jerry R. Vaughn
3602 North 1000 East
Buhl, ID 83316

TWIN FALLS COUNTY
RECORDED FOR:
FIRST AMERICAN TITLE - TWIN F/
02:47:25 PM 09-04-2015
2015015275
NO. PAGES 6 FEE: \$25.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

561452
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated September 4, 2015, is made and executed between Jerry R. Vaughn; an unmarried man (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 87, 215 Blue Lakes Blvd. N., Twin Falls, ID 83303 (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 Twin Falls County, State of Idaho:

TOWNSHIP 10 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO SECTION 29: THE S $\frac{1}{2}$ SW $\frac{1}{4}$ AND THAT PORTION OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ LYING SOUTH OF THE TWIN FALLS CANAL COMPANY CANAL SYSTEM. EXCEPT: TOWNSHIP 10 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO SECTION 29: PART OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 29, AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 0°13'26" EAST 1317.10 FEET ALONG THE EASTERLY BOUNDARY OF SE $\frac{1}{4}$ SW $\frac{1}{4}$ TO THE NORTHEAST CORNER OF PARCEL 1; THENCE NORTH 89°58'47" WEST 493.04 FEET TO THE NORTHWEST CORNER OF

PARCEL 1; THENCE SOUTH 0°25'22" WEST 1316.44 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SECTION 29; THENCE SOUTH 89°54'00" EAST 497.61 FEET ALONG THE SOUTHERLY BOUNDARY OF SECTION 29 TO THE TRUE POINT OF BEGINNING. SUBJECT TO: 25.00 FEET IN WIDTH EASEMENT FOR COUNTY ROAD PURPOSES ALONG THE SOUTHERLY BOUNDARY. ALSO EXCEPTING: TOWNSHIP 10 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO SECTION 29: PARCEL 2, PART OF THE S $\frac{1}{2}$ SW $\frac{1}{4}$ MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 29; THENCE SOUTH 89°54'00" EAST 1166.77 FEET ALONG THE SOUTHERLY BOUNDARY OF SECTION 29 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°05'43" EAST 391.01 FEET TO THE NORTHWEST CORNER OF

PARCEL 2; THENCE SOUTH 80°12'54" EAST 719.19 FEET; THENCE NORTH 64°12'36" EAST 324.59 FEET TO THE NORTHEAST CORNER OF PARCEL 2; THENCE SOUTH 0°25'22" WEST 411.76 FEET TO A POINT ON THE SECTION LINE; THENCE NORTH 89°54'00" WEST 998.60 FEET ALONG THE SOUTHERLY BOUNDARY OF SECTION 29 TO THE TRUE POINT OF BEGINNING. EXCEPT: ROAD RIGHT OF WAY.

TOGETHER WITH ALL WATER RIGHTS REPRESENTED BY IDAHO DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 47-7054 WITH CLAIMED PRIORITY OF NOVEMBER 4, 1968 TO 1.32 CFS OF IRRIGATION WATER 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 3602 North 1000 East, Buhl, ID 83316. The Real Property tax identification number is RP10S14E295450A.

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:

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



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

October 22, 2015

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

Re: Notice of Security Interest in a Water Right for Water Right 47-7054

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: Jerry Vaughn