

RECEIVED

OCT 06 2015

DEPARTMENT OF
WATER RESOURCESSTATE 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): 67-14373, 67-14374, 67-14375, 67-14376, 67-14996, 67-14997, 67-14998, 67-14999, 67-15000,
67-15001

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

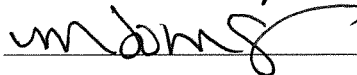
Twin Falls, ID 83303

4. Name of Water Right Owner/Claimant(s) Steven Laurence Johnson
Debra Joy Johnson _

5. Expiration Date of Notification Period 12/10/2034 _____

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

7. Signature(s) (and title if applicable)



Loan Central Supervisor

For Office Use Only

Received by aj

Date 10-6-15

Fee \$250.00

Received by aj

Date 10-6-15

Receipt No. 0101070

Processed by _____ AJ

Date _____

WR aj

Date 10-9-15

SUPPORT DATA

IN FILE # 67-14373

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

SEND TAX NOTICES TO:

Steven L. Johnson
Debra J. Johnson
910 North 17th Street
Boise, ID 83702

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 23, 2015, is made and executed between Steven L. Johnson and Debra J. Johnson; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is 1310 12th Ave. Rd., Nampa, ID 83686 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 1, 2015 (the "Mortgage") which has been recorded in Washington County, State of Idaho, as follows:

recorded July 8, 2015 as Instrument No. 228761.

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

PARCEL I:

IN TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 11: W1/2NE1/4SW1/4 AND ALL THAT PART OF THE E1/2NW1/4 LYING SOUTH AND WEST OF THE U.S. HIGHWAY 95 RIGHT-OF-WAY AND SOUTHERLY OF THE WEISER RIVER.

PARCEL II:

IN TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 11: E1/2NE1/4SW1/4.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 67-27 WITH A CLAIMED PRIORITY OF May 1, 1902 TO 1.08 CFS OF IRRIGATION WATER FROM WEISER RIVER, A TRIBUTARY OF THE SNAKE RIVER AND WATER RIGHT NO. 67-26 WITH A CLAIMED PRIORITY OF JULY 4, 1882 TO 1.36 CFS OF THE WATERS OF WEISER RIVER A TRIBUTARY OF THE SNAKE RIVER TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH ALL IRRIGATION EQUIPMENT AND ADDITIONS THERETO AND REPLACEMENTS THEREOF NOW OWNED OR HEREAFTER ACQUIRED BY THE BORROWERS AND USED IN THE IRRIGATION OF THE ABOVE PREMISES

The Real Property or its address is commonly known as, TBD and U. S. Highway 95, Cambridge, ID 83610. The Real Property tax identification number is RP14N03W114500; RP14N03W114800.

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

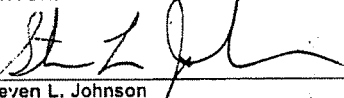
MODIFY WATER RIGHT INFORMATION TO:

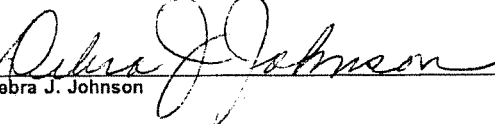
Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 67-14373 with a claimed priority of May 31, 1900 to 0.04 cfs of Stockwater from Groundwater, Water Right No. 67-14374 with a claimed priority of March 1, 1898 to 0.04 cfs of Domestic from Groundwater, Water Right No. 67-14375 with a claimed priority of March 1, 1970 to 0.04 cfs of Domestic from Groundwater, Water Right No. 67-14376 with a claimed priority of April 15, 1889 to 0.04 cfs of Domestic from Groundwater, Water Right No. 67-14996 with a claimed priority of July 4, 1882 to 0.130 cfs of Irrigation water of the Weiser River, a tributary of the Snake River, Water Right No. 67-14997 with a claimed priority of July 4, 1882 to 0.240 cfs of Irrigation water of the Weiser River, a tributary of the Snake River, Water Right No. 67-14998 with a claimed priority of May 1, 1902 to 0.100 cfs of Irrigation water of the Weiser River, a tributary of the Snake River, Water Right No. 67-14999 with a claimed priority of May 1, 1902 to 0.200 cfs of Irrigation water of the Weiser River, a tributary of the Snake River, Water Right No. 67-15000 with a claimed priority of May 10, 1918 to 0.140 cfs of Irrigation water of the Weiser River, a tributary of the Snake River, Water Right No. 67-15001 with a claimed priority of May 10, 1918 to 0.260 cfs of Irrigation water of the Weiser River, a tributary of the Snake 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 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 endorers 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 SEPTEMBER 23, 2015.

GRANTOR:

x 
Steven L. Johnson

x 
Debra J. Johnson

LENDER:

D. L. EVANS BANK

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

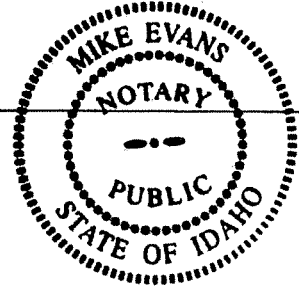
COUNTY OF Ada

On this 25 day of September, in the year 20 15, before me Mike Evans, a notary public in and for the State of Idaho, personally appeared Steven L. Johnson and Debra J. Johnson, husband and wife, known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Mike Evans
Notary Public for Idaho

Residing at Boise, ID

My commission expires 12-10-19



LENDER ACKNOWLEDGMENT

STATE OF Idaho

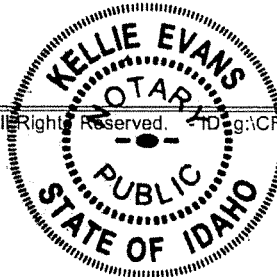
COUNTY OF Canyon

On this 28th day of Sept, in the year 20 15, before me Kellie Evans, a notary public in and for the State of Idaho, personally appeared Duane Alexander, known or identified to me (or proved to me on the oath of _____), to be Vice President 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.

Kellie Evans
Notary Public for Idaho

Residing at Nampa, ID

My commission expires 6/29/21





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 9, 2015

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RE: Notice of Security Interest for Water Right/Permit No(s): 63-20607(Bruce Ranch LLC), 67-14373, 67-14374, 67-14375, 67-14376, 67-14996, 67-14997, 67-14998, 67-14999, 67-15000 and 67-15001(Steven and Debra Johnson)

Dear Party Holding Security Interest:

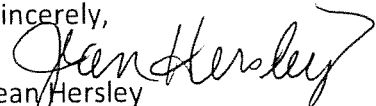
The Department of Water Resources acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been 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 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 owner 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 online www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Jean Hersley

Technical Records Specialist II

Enclosure

c: Bruce Ranch LLC
Steven and Debra Johnson