

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 07 2015

DEPT 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): 47-14009, 47-14006 _____
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)
Casey Ridley and Jennie Ridley _____
5. Expiration Date of Notification Period 04/01/2045 _____
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 <u>DM</u>	Date <u>8-7-2015</u>	Fee <u>\$50-</u>
Received by <u>DM</u>	Date <u>8-7-2015</u>	Receipt No. <u>5034950</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SUPPORT DATA**IN FILE # 47-14006**

RECORDATION REQUESTED BY:
D. L. Evans Bank
Jerome Branch
980 S. Lincoln
Jerome, ID 83338

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

WHEN RECORDED MAIL TO:
D. L. Evans Bank
Jerome Branch
980 S. Lincoln
Jerome, ID 83338

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - JEROME
11:17:51 AM 06-29-2015
2015010532
NO. PAGES 6 FEE: \$25.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

SEND TAX NOTICES TO:
Casey Ridley
Jennie Ridley
426 South 100 West
Jerome, ID 83338 15253182

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated June 23, 2015, is made and executed between Casey Ridley and Jennie Ridley (referred to below as "Grantor") and D. L. Evans Bank, whose address is 980 S. Lincoln, Jerome, ID 83338 (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:

PARCEL 1:

TOWNSHIP 10 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 2: LOT 4 AND THAT PORTION OF LOT 3, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 3;
THENCE EASTERLY ALONG THE SOUTH SIDE OF SAID LOT 3 A DISTANCE OF 11 RODS 4 FEET;
THENCE NORTHERLY A DISTANCE OF 85 RODS, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 3;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 3, 11 RODS 4 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 3;
THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 3, 85 RODS, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 10 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 3: E 1/4 NE 1/4 NE 1/4
EXCEPT:
TOWNSHIP 10 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 3: A PARCEL OF LAND LOCATED IN THE NE 1/4 NE 1/4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST SECTION CORNER, OF SAID SECTION 3;
THENCE SOUTH 00°02'00" WEST 963.31 FEET ALONG THE EASTERLY BOUNDARY OF SAID SECTION 3 TO THE REAL POINT OF BEGINNING;
THENCE SOUTH 00°02'00" WEST 167.00 FEET;
THENCE SOUTH 89°53'00" WEST 260.84 FEET;
THENCE NORTH 00°02'00" EAST 167.00 FEET;
THENCE NORTH 89°53'00" EAST 260.84 FEET TO THE REAL POINT OF BEGINNING.

PARCEL 3:

TOWNSHIP 10 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO.
SECTION 2: THE SOUTH 7 FEET OF LOTS 2 AND 3.
TOGETHER WITH 48.01 SHARES OF THE CAPITAL STOCK OF THE TWIN FALLS CANAL COMPANY AND 20.00 SHARES OF THE CAPITAL STOCK OF THE TWIN FALLS CANAL COMPANY, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.
TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 47-14009 WITH A CLAIMED PRIORITY OF JUNE 14, 1950 TO 0.07 CFS OF STOCK WATER FROM DOMESTIC WATER. 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 4074 North 1300 East, Buhl, ID, 83316 and 4077 North 1300 East, Buhl, ID 83316. The Real Property tax identification number is RP10S14E022410A, RP10S14E030002A and RP10S14E020620A.

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.