

RECEIVED

FEB 09 2015

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
37-08487B			
37-08487C			
37-12787A			

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

Northwest Farm Credit Services

815 North College Rd.,

PO Box 5059

Twin Falls, ID 83303

Phone 208-732-1000

Email

4. Name of Water Right Owner/Claimant(s)

H & T Real Estate, a general partnership

5. Expiration Date of Notification Period

3/01/2035

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

7. Signature(s) of Security Interest Holder(s)

Gina R Lomley
Credit Officer

Title, if applicable

For Office Use Only

Received by B WalkerDate 2/9/15Receipt No. 5034544Fee \$150.00

Processed by AJ

Date

WR

Date

SUPPORT DATA

IN FILE # 37-8487B

After Recording Return to:
Farm Credit Services - Twin Falls
815 North College Road
PO Box 5059
Twin Falls, ID 83301-5059

Instrument # 250647
GOODING COUNTY, GOODING, IDAHO
02-04-2016 17:09:41 No. of Pages: 11
Recorded for: TITLEONE - GOODING
DENISE GILL Fee: \$40.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

**Mortgage
and Fixture Filing**

On February 2, 2015, H & T Real Estate, a General Partnership, hereinafter called Mortgagors, whose address is

13213 Road 80TH
Tipton, CA 93272

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Gooding County(ies), State of Idaho, more particularly described as follows (the "Land"):

TRACT 1

PARCEL NO. 1:

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 22: A parcel of land located in the SW¼, more particularly described as follows:

Beginning at the Southwest corner of Section 22;

Thence South 89°56'34" East along South boundary of the SW¼ of Section 22 for a distance of 932.76 feet to a point on the arc of a non tangent curve right and being THE TRUE POINT OF BEGINNING;

Thence Northeasterly and Southeasterly along the arc of the curve right for a distance of 1435.03 feet to a point on the South boundary of the SW¼ of Section 22, said arc having a radius of 815.60 feet and a long chord bearing and distance of South 89°56'34" East, 1256.96 feet;

Thence North 89°56'34" West along the South boundary of the SW¼ of Section 22 for a distance of 1256.96 feet, TRUE POINT OF BEGINNING.

AND

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Mortgage
(Henry D. Van Dyk/Note No. 6220689)

Section 27: A parcel of land, more particularly described as follows:

Commencing at the Northwest corner of said Section 27;

Thence South 89°56'34" East along the North boundary of the NW¼ of Section 27 for a distance of 756.00 feet to THE TRUE POINT OF BEGINNING;

Thence continuing South 89°56'34" East along the North boundary of the NW¼ of Section 27 for a distance of 1876.25 feet (South 89°56'35" East, 1889.45 feet - Record) to the North quarter corner of said Section 27;

Thence North 89°58'30" East along the North boundary of the NE¼ of Section 27 for a distance of 1318.07 feet (North 89°58'30" East, 1311.47 feet - Record) to the Northeast corner of the NW¼NE¼ of Section 27;

Thence South 00°13'09" East along the East boundary of the NW¼NE¼ of Section 27 for a distance of 378.17 feet (South 00°08'51" East - Record);

Thence South 89°58'30" West parallel with the North boundary of the NE¼ of Section 27 for a distance of 269.01 feet;

Thence South 00°13'09" East (South 00°08'51" East - Record) parallel with the East boundary of the NW¼NE¼ of Section 27 for a distance of 175.00 feet;

Thence South 87°10'27" West for a distance of 550.00 feet;

Thence South 05°29'33" East for a distance of 766.86 feet;

Thence South 08°13'11" West for a distance of 219.83 feet;

Thence South 07°27'02" East for a distance of 208.89 feet;

Thence South 30°58'31" East for a distance of 16.87 feet;

Thence South 89°49'46" West for a distance of 193.00 feet;

Thence South 00°15'43" East for a distance of 300.10 feet;

Thence North 89°48'38" East for a distance of 192.55 feet;

Thence South 26°09'01" East for a distance of 134.70 feet;

Thence North 89°26'24" West for a distance of 997.97 feet to a point on the centerline of an irrigation canal;

Thence approximately along the centerline of the irrigation canal on the following courses:

South 50°15'42" West for 14.12 feet;

South 20°03'51" West for 183.67 feet;

South 06°01'31" East for 215.52 feet;

South 23°58'39" East for 258.69 feet;

South 44°00'32" East for 239.72 feet;

South 23°36'44" East for 363.30 feet;

South 44°26'23" East for 256.30 feet;

South 69°35'26" East for 343.25 feet;

South 58°47'49" East for 102.60 feet;

South 86°38'31" East for 111.15 feet;

South 37°10'28" East for 233.51 feet;

South 64°14'57" East for 99.90 feet;

South 25°39'44" East for 25.48 feet to a point on the North boundary of the SW¼SE¼ of Section 27;

Thence South 89°51'57" West along the North boundary of the SW¼SE¼ of Section 27 for a distance of 68.73 feet;

Thence South 36°30'00" West for a distance of 376.00 feet;

Thence South 01°07'00" East for a distance of 435.00 feet to the approximate center of an irrigation canal;

Thence South 48°27'26" West for a distance of 96.50 feet to a point South of the center of the irrigation canal;

Thence North 45°38'48" West for a distance of 236.27 feet to the approximate center of an irrigation canal;

Thence North 77°11'38" West along the approximate center of the irrigation canal for a distance of 424.53 feet;

Thence South 88°59'08" West along the approximate center of the irrigation canal for a distance of 883.81 feet;

Thence North 86°50'44" West along the approximate center of the irrigation canal for a distance of 664.34 feet;

Thence leaving the center of the irrigation canal on a bearing North 64°55'02" West for a distance of 1204.94 feet to the Northwest corner of the SW¼SW¼ of Section 27;

Thence North 00°04'08" West along the West boundary of the NW¼SW¼ of Section 27 for a distance of 1319.60 feet to the West quarter corner of Section 27;

Mortgage

(Henry D. Van Dyk/Note No. 6220689)

Thence continuing North 00°04'08" West along the West boundary of the NW¼ of Section 27 for a distance of 2439.20 feet;

Thence South 89°56'34" East parallel with the North boundary of the NW¼ of Section 27 for a distance of 756.00 feet;

Thence North 00°04'08" West parallel with the West boundary of the NW¼ of Section 27 for a distance of 200.00 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 27: A parcel of land located in the NW¼NW¼, and more particularly described as follows:

Commencing at the Northwest corner of said Section 27, from which the North One Quarter corner of said Section 27 bears South 89°56'34" East, 2632.25 feet;

Thence South 89°56'34" East along the North boundary of the NW¼ of Section 27 for a distance of 756.00 feet;

Thence South 00°04'08" East for a distance of 200.00 feet to THE TRUE POINT OF BEGINNING;

Thence South 89°56'34" East for a distance of 10.74 feet to the center of an existing county road;

Thence South 00°55'41" West along the center of the county road for a distance of 379.01 feet;

Thence South 04°58'53" East along the center of the existing county road for a distance of 158.31 feet;

Thence South 22°21'29" East along the center of the county road for a distance of 102.19 feet;

Thence South 29°12'42" East along the center of the county road for a distance of 98.33 feet;

Thence North 89°56'34" West parallel with the North boundary of the NW¼ of Section 27 for a distance of 499.38 feet;

Thence North 00°55'41" East for a distance of 717.00 feet;

Thence South 89°56'34" East parallel with the North boundary of the NW¼ of Section 27 for a distance of 382.56 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 27: Part of the SW¼NE¼, described as follows:

Commencing at a ½ inch steel pin marking the Northeast corner of the NE¼ of said Section 27, being also the Northeast corner of a parcel of land described in a Warranty Deed between Faulkner Land & Livestock Company, Inc. (Grantor) and Mountain View Fruit (Grantee), recorded in the Gooding County Recorder's Office on June 29, 2000 as Instrument Number 186416;

Thence along the North line of said NE¼, and the North line of said Mountain View parcel, North 89°13'10" West (North 89°58'30" East, Record) a distance of 1318.05 feet to the Northeast corner of the NW¼NE¼ of said Section 27, from which a ½ inch steel pin bears South 00°36' West at a distance of 0.3 feet;

Thence along the East line of NW¼NE¼ and along the line of said Mountain View parcel, South 00°35'51" West a distance of 378.68 feet to a point from which a ½ inch iron pin bears North 89°13' West at a distance of 0.3 feet;

Thence continuing along the line of said Mountain View parcel, and parallel to the North line of the W¼NE¼ of said Section 27, North 89°13'10" West, a distance of 269.16 feet to a ½ inch iron pin;

Thence continuing along the line of said Mountain View parcel, South 00°34'39" West, a distance of 174.72 feet (North 175 feet, Record) to the Southwest corner of said Mountain View parcel, and from which a ½ inch iron pin bears South 00°35' West at a distance of 0.2 feet;

Thence along the Northerly line of a parcel of land described as Parcel No. 2 in Warranty Deed between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints (Grantor) and Farmland Reserve, Inc. (Grantee) recorded in the Gooding County Recorder's Office on July 7, 2007 as Instrument Number 217113, South 87°59'01" West (North 87°10'27" East), a distance of 549.65 feet to a ½ inch rebar with plastic cap stamped PLS 3623;

Mortgage
(Henry D. Van Dyk/Note No. 6220689)

Thence continuing along the Westerly line of said Farmland parcel, South 04°39'59" East, a distance of 766.85 feet (North 5°29'33" East, 766.86 feet, Record) to a ½ inch rebar with plastic cap stamped PLS 3623;

Thence continuing along the Westerly line of said Farmland parcel, South 09°03'22" West, a distance of 219.94 feet (North 8°13'11" East, 219.83 feet, Record) to a point from which a ½ inch rebar with plastic cap stamped PLS 9858 bears South 06°36' East at a distance of 0.35 feet;

Thence continuing along the Westerly line of said Farmland Parcel, South 06°36'23" East, a distance of 188.71 feet (North 7°27'02" West, Record) to a ½ inch rebar with plastic cap stamped PLS 9858, being also THE POINT OF BEGINNING;

Thence continuing along the Westerly line of said Farmland Parcel, South 06°36'23" East (North 7°27'02" West, Record) a distance of 20.28 feet to a ½ inch iron pin with cap stamped PLS 3623;

Thence continuing along the Westerly line of said Farmland Parcel, South 30°27'12" East, a distance of 16.82 feet to a ½ inch iron pin marking the intersection with the North line of parcel of land described in a Warranty Deed between James E. Faulkner (Grantor) and Lorna A. Faulkner (Grantee) filed in the Gooding County Recorder's Office on February 7, 1984 as Instrument Number 106214;

Thence along the North line of said Faulkner parcel, North 89°19'41" West, a distance of 193.01 feet to a ½ inch iron pin with cap stamped PLS 889 marking the Northwest Corner of said Faulkner parcel;

Thence North 79°55'08" East, a distance of 184.99 feet to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 23: SW¼NW¼;

AND

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 22: SE¼NE¼; E¼SE¼; SW¼SE¼, EXCEPT the West 131.61 feet; and part of the SW¼NE¼ and part of the NW¼SE¼, described as follows:

Beginning at the East quarter section corner of said Section 22, said corner marked by a 5/8" rebar;

Thence North 89°57'43" West along the North line of the NE¼SE¼ for 1312.95 feet to the Northeast corner of the NW¼SE¼ which shall be THE POINT OF BEGINNING;

Thence South 00°11'44" West along the East line of the NW¼SE¼ for 1319.86 feet to the Southeast corner of the NW¼SE¼;

Thence North 89°59'36" West along the South line of the NW¼SE¼ for 1008.97 feet to a ½" rebar;

Thence North 0°09'47" East for 1649.32 feet to a ½" rebar;

Thence South 89°44'18" East for 1009.90 feet to a ½" rebar on the East line of the SW¼NE¼;

Thence South 00°11'44" West along the East line of the SW¼NE¼ for 324.96 feet to THE POINT OF BEGINNING.

AND

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 27: That part of the N¼NE¼, described as follows:

Beginning at the Northeast corner of said Section 27, said corner marked by a U.S. Government pipe with brass cap which shall be THE POINT OF BEGINNING;

Thence South 0°16'06" East along said section line for 475.52 feet to a ½" rebar;

Thence South 87°10'27" West for 1589.12 feet;

Thence North 175 feet;

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(Henry D. Van Dyk/Note No. 6220689)

Thence East parallel to the North section line to a point on the 16th line between the NW¼NE¼ and the NE¼NE¼;
Thence North along said 16th line to the Northeast corner of the NW¼NE¼;
Thence North 89°58'30" East along the North section line to the Northeast section corner being THE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 27: Part of the SW¼NE¼, described as follows:

Commencing at a ½ inch steel pin marking the Northeast corner of the NE¼ of said Section 27, being also the Northeast corner of parcel of land described in a Warranty Deed between Faulkner Land & Livestock Company, Inc. (Grantor) and Mountain View Fruit (Grantee), recorded in the Gooding County Recorder's Office on June 29, 2000 as Instrument Number 186416;

Thence along the North line of said NE¼, and the North line of said Mountain View parcel, North 89°13'10" West (North 89°58'30" East, Record) a distance of 1318.05 feet to the Northeast corner of the NW¼NE¼ of said Section 27, from which a ½ inch steel pin bears South 00°36' West at a distance of 0.3 feet;

Thence along the East line of said NW¼NE¼, and along the line of said Mountain View parcel, South 00°35'51" West, a distance of 378.68 feet to a point from which a ½ inch iron pin bears North 89°13' West at a distance of 0.3 feet;

Thence continuing along the line of said Mountain View parcel, and parallel to the North line of the W¼NE¼ of said Section 27, North 89°13'10" West, a distance of 269.16 feet to a ½ inch iron pin;

Thence continuing along the line of said Mountain View parcel, South 00°34'39" West, a distance of 174.72 feet (North 175 feet, Record) to the Southwest corner of said Mountain View parcel, and from which a ½ inch iron pin bears South 00°35' West at a distance of 0.2 feet;

Thence along the Northerly line of a parcel of land described as Parcel No. 2 in a Warranty Deed between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints (Grantor) and Farmland Reserve, Inc. (Grantee) recorded in the Gooding County Recorder's Office on July 7, 2007 as Instrument Number 217113, South 87°59'01" West (North 87°10'27" East) a distance of 549.65 feet to a ½ inch rebar with plastic cap stamped PLS 3623;

Thence continuing along the Westerly line of said Farmland parcel, South 04°39'59" East, a distance of 766.85 feet (North 5°29'33" East, 766.86 feet, Record) to a ½ inch rebar with plastic cap stamped PLS 3623;

Thence continuing along the Westerly line of said Farmland parcel, South 09°03'22" West, a distance of 219.94 feet (North 8°13'11" East, 219.83 feet, Record) to a point from which a ½ inch rebar with plastic cap stamped PLS 9858 bears South 06°36' East at a distance of 0.35 feet;

Thence continuing along the Westerly line of said Farmland Parcel, South 06°36'23" East, a distance of 188.71 feet (North 7°27'02" West, Record) to a ½ inch rebar with plastic cap stamped PLS 9858;

Thence South 79°55'08" West, a distance of 184.99 feet to a ½ inch rebar with plastic cap stamped PLS 889 marking the Northwest corner of a parcel of land described in a Warranty Deed between James E. Faulkner (Grantor) and Lorna A. Faulkner (Grantee), filed in the Gooding County Recorder's Office on February 7, 1984 as Instrument Number 106214 being also THE POINT OF BEGINNING;

Thence South 01°57'05" East, a distance of 286.53 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence South 84°58'10" East, a distance of 180.67 feet to a ½ inch iron pin in the South line of said Faulkner parcel;

Thence along the South line of said Faulkner parcel, North 89°23'14" West, a distance of 192.58 feet to a ½ inch rebar with cap stamped PLS 889;

Thence along the West line of said Faulkner parcel, North 00°32'28" East, a distance of 300.16 feet to THE POINT OF BEGINNING.

TRACT II

PARCEL 1:

TOWNSHIP 5 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 27: A parcel of land located in the Northwest Quarter of the Northwest Quarter, more particularly described as follows:

Commencing at the Northwest corner of said Section 27, from which the North One Quarter corner of said Section 27 bears South 89°56'34" East, 2,632.25 feet;
Thence South 89°56'34" East along the North boundary of the Northwest Quarter of Section 27 for a distance of 756.00 feet;
Thence South 00°04'08" East for a distance of 200.00 feet to the TRUE POINT OF BEGINNING;
Thence South 89°56'34" East for a distance of 10.74 feet to the center of an existing county road;
Thence South 00°55'41" West along the center of the county road for a distance of 379.01 feet;
Thence South 04°58'53" East along the center of the existing county road for a distance of 158.31 feet;
Thence South 22°21'29" East along the center of the county road for a distance of 102.19 feet;
Thence South 29°12'42" East along the center of the county road for a distance of 98.33 feet;
Thence North 89°56'34" West parallel with the North boundary of the Northwest Quarter of Section 27 for a distance of 499.38 feet;
Thence North 00°55'41" East for a distance of 717.00 feet;
Thence South 89°56'34" East parallel with the North boundary of the Northwest Quarter of the Section 27 for a distance of 382.56 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the Easterly boundary of the before described parcel.

PARCEL 2:

TOGETHER WITH a 10.0 foot wide easement for the location, use and maintenance of an underground domestic water line as created by Easement dated November 19, 1999 and recorded December 20, 1999 as Instrument Number 183735, records of Gooding County, Idaho said easement being on, over and across a 10.0 foot wide strip of land that is centered on the following described line:

Commencing at a point on the South boundary of the before described parcel that is located North 89°56'34" West 39.01 feet from the Southeast corner of the before described parcel and being THE TRUE POINT OF BEGINNING;
Thence South 27°51'31" East for a distance of 55.26 feet;
Thence South 31°50'46" East for a distance of 51.40 feet;
Thence South 37°16'57" East for a distance of 202.25 feet;
Thence South 38°46'43" East for a distance of 99.60 feet;
Thence South 33°09'26" East for a distance of 80.29 feet;
Thence South 17°51'42" East for a distance of 50.54 feet;
Thence South 13°29'50" East for a distance of 40.58 feet;
Thence South 83°05'19" East for a distance of 76.84 feet;
Thence South 88°31'58" East for a distance of 115.21 feet;
Thence South 89°31'58" East for a distance of 215.33 feet;
Thence South 49°44'08" East for a distance of 152.45 feet;
Thence South 88°45'43" East for a distance of 93.55 feet;
Thence South 01°58'05" West for a distance of 45.40 feet;
Thence South 88°45'41" East for a distance of 437.24 feet;
Thence North 68°20'35" East for a distance of 179.73 feet;
Thence North 00°20'28" East for a distance of 233.58 feet;

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Thence South 81°08'23" East for a distance of 12.62 feet to the well supplying the domestic water line and being the terminus point of said easement.

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All equipment, machinery, appliances, and tools which are related to or a part of the facility, and all additions, replacements, substitutions and accessions;

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Mortgagors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Mortgagors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, except those Loan Documents that expressly state they are not secured by the Property described herein, and payment of the indebtedness under the terms of the Note(s) made to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

**DATE
OF NOTE**

February 2, 2015

**PRINCIPAL
AMOUNT**

~~100,000.00~~

**FINAL
INSTALLMENT DATE**

March 1, 2035

In addition, this Mortgage is intended to secure future loans and advances made by Mortgagee, no matter how evidenced. The continuing validity and priority of this Mortgage for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee nor commitment from Mortgagee to make future loans exist.

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever

Mortgage
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against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.

2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, local or other program, license, easement, or other agreement which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this Mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents,

Mortgage
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foreclosure of this Mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.

9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this Mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this Mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this Mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this Mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or

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convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.

15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this Mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the Mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this Mortgage. All Exhibits hereto, if applicable, are incorporated herein and made a part of this Mortgage. This Mortgage may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
18. That Mortgagor warrants that Mortgagor's state of formation is the State of California; and Mortgagor's exact legal name is as set forth herein.
19. This Mortgage is intended to serve as a fixture filing pursuant to the terms of the applicable Uniform Commercial Code. This Mortgage is to be recorded in the real estate records of each County in which the Property is located. In that regard, Mortgagor is Debtor and Mortgagee is Secured Party.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

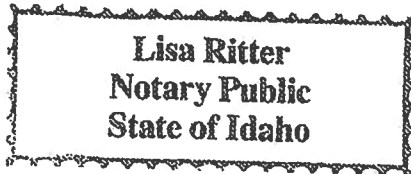
H & T Real Estate, a General Partnership

By: Henry D. Van Dyk
Henry D. Van Dyk, General Partner

Mortgage
(Henry D. Van Dyk/Note No. 6220689)

STATE OF Idaho)
County of Gooding)ss.

On this 24 day of February, 2015, before me personally appeared Henry D. Van Dyk, known to me to be a partner in H & T Real Estate, the partnership which executed the within instrument, and acknowledged that he/she executed the same as such partner and in the partnership name freely and voluntarily.



[Signature]
Printed name Lisa C. Ritter
Notary Public for the State of Idaho
Residing at Gooding, ID
My commission expires 10/01/16