

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
JUL 01 2014
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): 45-2363, 45-14377, 45-11747, 45-14379, 45-14381 _____
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) Nathan R. Robinson, Kaydee Robinson _____

5. Expiration Date of Notification Period June 5, 1944 _____
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) Jina Harnor _____
Loan Processor _____

For Office Use Only

Received by _____	Date _____	Fee \$125 -
Received by <u>DM</u>	Date <u>7-1-2014</u>	Receipt No. <u>5034120</u>
Processed by _____	Date _____	WR _____ Date _____

SUPPORT DATA
IN FILE # 45-2363

CASSIA COUNTY

Recorded for:

LAND TITLE AND ESCROW**4:34:27 pm 06-12-2014****2014-002424**

No. Pages: 10

Fee: \$37.00

JOSEPH W. LARSEN

County Clerk

Deputy: TPOLLARD

RECORDATION REQUESTED BY:

D. L. Evans Bank
North Burley Branch
P.O. Box 1188
397 North Overland Ave.
Burley, ID 83318

WHEN RECORDED MAIL TO:

D. L. Evans Bank
North Burley Branch
P.O. Box 1188
397 North Overland Ave.
Burley, ID 83318

SEND TAX NOTICES TO:

Nathan Robinson
Kaydee Robinson
P. O. BOX 118
Oakley, ID 83346

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#50951

MORTGAGE

THIS MORTGAGE dated June 5, 2014, is made and executed between Nathan Robinson and Kaydee Robinson; husband and wife as community property with right of survivorship (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 1188, 397 North Overland Ave., Burley, ID 83318 (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:

REFER TO EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART THEREOF.

TOGETHER WITH 43 SHARES OF THE CAPITAL STOCK OF THE OAKLEY CANAL COMPANY CERTIFICATE NO 3760, 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. 45-2363 WITH A CLAIMED PRIORITY OF FEBRUARY 6, 1951 TO 1.00 CFS OF IRRIGATION WATER FROM GROUNDWATER WATER RIGHT NO. 45-14377 WITH A CLAIMED PRIORITY OF MAY 1, 1882 TO 0.32 CFS OF IRRIGATION WATER FROM MILL CREEK SINKS WATER RIGHT NO. 45-11747 WITH A CLAIMED PRIORITY OF JUNE 30, 1963 TO 0.12 CFS OF STOCK WATER FROM GROUNDWATER WATER RIGHT NO. 45-14379 WITH A CLAIMED PRIORITY OF APRIL 1, 1960 TO 1.30 CFS OF IRRIGATION WATER FROM MILL CREEK SINKS WATER RIGHT NO. 45-14381 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1879 TO 0.11 CFS OF IRRIGATION WATER FROM MILL CREEK SINKS AND TO 0.02 CFS OF STOCK WATER FROM MILL CREEK SINKS 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 See legal description, Oakley, ID 83346 and 545 West 2100 South, Oakley, ID 83346. The Real Property tax identification number is RP14S22E080601A; RP14S22E080170A; RP13S22E351300A; RP13S22E357201A.

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 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