

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): 29-13835
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) Linda Mattison and Rocky Mattison
5. Expiration Date of Notification Period 6/10/44
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) Lina Harnar
Loan Processor

For Office Use OnlyReceived by DM
Received by DM
Processed by _____Date _____
Date 7-1-2014
Date _____Fee \$25-
Receipt No. 5034119
WR _____ Date _____

First American Title - Pocatello

21407478 2014 Jun 11 PM 03:57:00

Electronically Recorded by Simplifile

FA 507103

REGISTRATION REQUESTED BY:

D. L. Evans Bank
Pocatello Branch
P.O. Box 2900
333 Yellowstone Ave.
Pocatello, ID 83201

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Pocatello Branch
P.O. Box 2900
333 Yellowstone Ave.
Pocatello, ID 83201

SEND TAX NOTICES TO:

Rocky J. Mattison
Linda Mattison
11053 West 2 1/2 Mile Road
Chubbuck, ID 83202

ELECTRONICALLY RECORDED
DO NOT REMOVE
THE COUNTY STAMPED
FIRST PAGE AS IT IS NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated June 11, 2014, is made and executed between Rocky J. Mattison and Linda Mattison, husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 2900, 333 Yellowstone Ave., Pocatello, ID 83201 (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 Bannock County, State of Idaho:

THAT PART OF THE SE1/4 OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO. BEING PART OF THAT TRACT OF RECORD IN THE OFFICE OF THE RECORDER OF BANNOCK COUNTY AS INSTRUMENT NO. 90016536, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 21, NORTH 00°03'34" WEST, 513.48 FEET, OF THE SOUTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 77°53'01" WEST, 2144.26 FEET TO THE BEGINNING POINT OF A NON-TANGENT CURVE TO THE LEFT ON THE EASTERLY RIGHT OF WAY LINE OF THE BLAZER HIGHWAY (FORMERLY U.S. HIGHWAY 30 NORTH);

THENCE NORTHEASTERLY, 862.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°02'37" AND HAVING A RADIUS OF 2898.00 FEET AND A CHORD BEARING NORTH 26°46'10" EAST, 858.88 FEET TO A POINT;

THENCE SOUTH 84°09'59" EAST, 1717.47 FEET TO A POINT ON SAID EAST LINE;

THENCE SOUTH 00°03'34" EAST, 1042.34 FEET, ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 29-13835 WITH A CLAIMED PRIORITY OF JANUARY 29, 1960 TO 0.36 CFS OF IRRIGATION WATER FROM GROUNDWATER 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 Bareground, Lava Hot Springs, ID 83246. The Real Property tax identification number is R4053000404.

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 person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the