

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 28 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): 45-14249, 45-14269, 45-14267
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)
Jennifer M. Mai
Shawn P. Ma
5. Expiration Date of Notification Period 4/5/2039
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) Lina Harna
Loan Processor

For Office Use Only

Received by _____	Date <u>4-28-2014</u>	Fee <u>\$75-</u>
Receipted by <u>dm</u>	Date _____	Receipt No. <u>5033977</u>
Processed by _____	Date _____	WR _____ Date _____

SUPPORT DATA
IN FILE # 45-14249

SUPPORT DATA
IN FILE # _____

RECORDATION REQUESTED BY:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

SEND TAX NOTICES TO:

Shawn P. Mai
Jennifer M. Mai
913 South Parke Lane
Albion, ID 83311

#51030
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated April 4, 2014, among Shawn P. Mai and Jennifer M. Mai; husband and wife as community property with right of survivorship ("Grantor"); D. L. Evans Bank, whose address is Albion Branch, P.O. Box 517, Corner of Market & Main, Albion, ID 83311 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Land Title and Escrow, Inc., whose address is P. O. Box 177, Burley, ID 83318 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, 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 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:

TOWNSHIP 12 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, STATE OF IDAHO;

SECTION 12: PART OF LOT 1 OF THE MOUNTAIN AIR SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF THE MOUNTAIN AIR SUBDIVISION OF SECTION 12; THENCE NORTH 89°02'06" EAST FOR A DISTANCE OF 20.63 FEET TO A 5/8 INCH REBAR; THENCE NORTH 89°02'06" EAST FOR A DISTANCE OF 265.25 FEET TO A 1/2 INCH REBAR WHICH SHALL BE THE POINT OF BEGINNING;

**THENCE NORTH 89°02'06" EAST FOR A DISTANCE OF 171.84 FEET TO A 5/8 INCH REBAR;
THENCE SOUTH 00°57'55" EAST FOR A DISTANCE OF 401.39 FEET TO A 5/8 INCH REBAR;
THENCE SOUTH 89°02'06" WEST FOR A DISTANCE OF 605.25 FEET TO A 5/8 INCH REBAR;
THENCE SOUTH 89°02'06" WEST FOR A DISTANCE OF 23.81 FEET;
THENCE NORTH 22°25'01" EAST FOR A DISTANCE OF 250.26 FEET TO A 5/8 INCH REBAR;
THENCE NORTH 21°47'35" EAST FOR A DISTANCE OF 152.81 FEET;
THENCE NORTH 89°31'04" EAST FOR A DISTANCE OF 28.43 FEET TO A 1/2 INCH REBAR;
THENCE NORTH 89°31'04" EAST FOR A DISTANCE OF 86.63 FEET TO A 1/2 INCH REBAR;
THENCE SOUTH 04°42'00" WEST FOR A DISTANCE OF 160.90 FEET TO A 1/2 INCH REBAR;
THENCE SOUTH 29°44'58" EAST FOR A DISTANCE OF 133.61 FEET TO A 1/2 INCH REBAR;
THENCE NORTH 89°45'59" EAST FOR A DISTANCE OF 125.08 FEET TO A 1/2 INCH REBAR;
THENCE NORTH 00°55'10" EAST FOR A DISTANCE OF 310.70 FEET TO THE POINT OF BEGINNING.**

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 45-14249 WITH A CLAIMED PRIORITY OF FEBRUARY 26, 1972 TO 0.09 CFS OF IRRIGATION WATER FROM GROUNDWATER AND WATER RIGHT NO. 45-14269 WITH A CLAIMED PRIORITY OF JULY 1, 1876 TO 0.09 CFS OF IRRIGATION WATER OF THE WATERS OF MARSH CREEK, A TRIBUTARY OF THE SNAKE RIVER AND WATER RIGHT NO. 45-14267 WITH A CLAIMED PRIORITY OF MARCH 31, 1888 TO 0.07 CFS OF IRRIGATION WATER OF THE WATERS OF LAKE CLEVELAND, A TRIBUTARY OF MARSH CREEK 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 See Legal Description, Albion, ID 83311. The Real Property tax identification number is RP00053000001BA.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) 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 DEED OF TRUST, 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 DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust 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 Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust 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).

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.

