

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEC 05 2013
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.

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WATER RESOURCES
WESTERN REGION

1. Water Right No(s).: PD PD PD
55-1, 55-4113, 55-4118 _____

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)

Chad Hensley and Dannelle Hensley

5. Expiration Date of Notification Period October 25, 2043

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

Jina Harnar

Loan Processor

For Office Use Only

Received by _____	Date <u>12-6-2013</u>	Fee <u>\$75-</u>
Received by <u>DM</u>	Date <u>12/13/2013</u>	Receipt No. <u>5033684</u>
Processed by <u>JA</u>	Date <u>12/13/2013</u>	WR _____ Date _____

AT-206388
RECORDATION REQUESTED BY:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

Instrument # 282584
MURPHY, OWYHEE, IDAHO
2013-11-13 03:49:32 No. of Pages: 9
Recorded for: ALLIANCE TITLE - BOISE PRODUCTIC
ANGELA BARKELL Fee: \$34.00
Ex-Officio Recorder Deputy: map
Index To: MORTGAGE
Electronically Recorded by Simplifile

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

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WATER RESOURCES
WESTERN REGION

SEND TAX NOTICES TO:

Chad Hensley, Dannelle Hensley, Jerome D. Stanford and
Michalina Stanford
4300 Choctaw Drive
Nampa, ID 83686

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated November 8, 2013, is made and executed between Jerome D. Stanford and Michalina Stanford, husband and wife, as to a Life Estate; Chad Hensley and Dannelle Hensley, husband and wife, as to the remainder of Tract 1; and Chad Hensley and Dannelle Hensley, husband and wife, as to Tract 2 (referred to below as "Grantor") and D. L. Evans Bank, whose address is 1310 12th Ave. Rd., Nampa, ID 83686 (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 Owyhee County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 55-1 WITH A CLAIMED PRIORITY OF JANUARY 1, 1872 TO 1.200 CFS OF IRRIGATION WATER FROM THE WATERS OF JACKSON CREEK, A TRIBUTARY OF COW CREEK AND WATER RIGHT NO. 55-4113 WITH A CLAIMED PRIORITY OF JANUARY 1, 1880 TO 2.180 CFS OF IRRIGATION WATER AND 0.050 CFS OF STOCKWATER OF THE WATERS OF COW CREEK, A TRIBUTARY OF MAHOGANY CREEK AND WATER RIGHT NO. 55-4118 WITH A CLAIMED PRIORITY OF JANUARY 1, 1915 TO 0.460 CFS OF IRRIGATION WATER AND 0.050 CFS OF STOCKWATER OF THE WATERS OF COW CREEK TRIBUTARY TO MAHOGANY CREEK, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

ALL ASSIGNMENT OF ALL RIGHTS, TITLE AND INTEREST IN ALL AUM'S INCLUDING BUT NOT LIMITED TO 986 AUM'S, NOW OWNED OR HEREAFTER AQUIRED, LOCATED ON MADARIAGA & FRANCONI ALLOTTMENT OF THE BUREAU OF LAND MANAGEMENT OF THE UNITED STATES DEPARTMENT OF THE INTERIOR.

**ALLOTTMENT NO. 00557 MADARIAGA FOR 866 AUM'S
ALLOTTMENT NO. 00558 FRANCONI FOR 120 AUM'S**

The Real Property or its address is commonly known as 2026 Cow Creek Road, Jordan Valley , ID 97910.

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 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