

RECEIVED

OCT 21 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**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): 57-10329
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) Leslie Loucks and Lavada Loucks
5. Expiration Date of Notification Period 03/15/2033
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable)

Loan Officer **For Office Use Only**

Received by	Date	Fee
Received by <u>DM</u>	Date <u>10.22.2013</u>	Fee <u>\$25 -</u>
Processed by	Date	Receipt No. <u>5033589</u>
		WR Date

RECORDATION REQUESTED BY:

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

Instrument # 282021
MURPHY, OWYHEE, IDAHO
2013-09-20 03:46:36 No. of Pages: 7
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$28.00
Ex-Officio Recorder Deputy: map
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

WHEN RECORDED MAIL TO:

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

Electronically Recorded- DO NOT
Remove the County Stamped First
Page as it is now incorporated as
Part of the original Document.

SEND TAX NOTICES TO:

Leslie Loucks
Lavada Carol Loucks
5773 Old Bruneau Highway
Marsing, ID 83639

#538180

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated September 20, 2013, among Leslie Loucks and Lavada C. Loucks, husband and wife ("Grantor"); D. L. Evans Bank, whose address is Nampa Branch, 1310 12th Ave. Rd., Nampa, ID 83686 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pioneer Title Company of Canyon County, whose address is 100 10th Avenue South, Nampa, ID 83651 (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 Owyhee County, State of Idaho:

A parcel of land being a portion of the North Half of the Northwest Quarter of Section 28, Township 3 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of said Section 28, T3N, R4W, B.M., Owyhee County, Idaho, and being the centerline intersection of Dunlap Street and Edison Street, said brass cap bears North 00°00'00" East 2666.85 feet from a found 5/8" iron pin marking the West corner of said Section 28 and being the centerline intersection of said Edison Street and Bruneau Highway; thence

South 88°52'33" East 662.00 feet along the north boundary of the said Northwest Quarter of Section 28 and along the said centerline of Dunlap Street to a found 5/8" iron pin, said point also marking the REAL POINT OF BEGINNING; thence

South 00°00'27" East 522.70 feet to a point on the centerline of an existing concrete irrigation ditch, said point being witnessed by a set 1/2" iron pin which bears North 00°00'27" West 10.00 feet; thence along said centerline of the existing concrete irrigation ditch the following courses and distances:

North 89°12'34" East 670.08 feet to a point; thence

South 0°21'02" West 281.83 feet to a point; thence

South 87°19'27" East 651.09 feet to a point; thence

North 01°06'45" East 799.65 feet to a found 5/8" iron pin on the said north boundary of the Northwest Quarter of Section 28 and said centerline of Dunlap Street; thence

North 88°52'33" West 1334.52 feet along said North boundary of the Northwest Quarter of Section 28 and said centerline of Dunlap Street to the POINT OF BEGINNING.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 57-10329 WITH A CLAIMED PRIORITY OF APRIL 1, 1932 TO 0.02 CFS OF STOCK WATER AND 0.04 CFS OF DOMESTIC FROM GROUNDWATER 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 5985 Dunlap Road, Marsing, ID 83639.

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:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that 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. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.