

RECEIVED

AUG 08 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): 43-7109, 43-10076, 43-10077, 43-13025

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 BankP.O. Box 87Twin Falls, ID 83303

4. Name of Water Right Owner/Claimant(s)

Lorin Durfee and Teresa L Durfee5. Expiration Date of Notification Period 7/10/336. Is this a Renewal of Request for Notification? ☐ YES ☐ NO

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

Loan Processor**For Office Use Only**Received by _____
Receipted by DM
Processed by _____Date _____
Date 8.8.2013
Date _____Fee \$100-
Receipt No. 5033447
WR _____ Date _____SCANNED
SEP 18 2013SUPPORT DATA
IN FILE # 43-7109

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:

Lorin Durfee
Teresa L. Durfee
PO Box 144
Almo, ID 83312-0144

#90275
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated July 10, 2013, is made and executed between Lorin Durfee and Teresa L. Durfee, husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 517, Corner of Market & Main, Albion, ID 83311 (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:

SEE ATTACHED EXHIBIT A

PARCEL NO 1:
TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 8: W1/2 SW1/4
SECTION 14: THAT PART OF THE W1/2 SW1/4 LYING WEST OF THE COUNTY ROAD, EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES.

SECTION 16: E1/2 SE1/4

SECTION 18: NE1/4 NE1/4

SECTION 21: SW1/4 NW 1/4, SE1/4 NW1/4

SECTION 22: NW1/4 NE1/4 AND PART OF THE N1/2 SE1/4 DESCRIBED AS FOLLOWS:

COMMENCING 83 RODS WEST AND 80 RODS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 22, RUNNING THENCE WEST 77 RODS; THENCE NORTH 77 RODS; THENCE NORTH 75 RODS; THENCE A LITTLE SOUTH OF EAST 96 RODS TO CENTER OF COUNTY ROAD 35 RODS TO THE PLACE OF BEGINNING; EXCEPT THE FOLLOWING: BEGINNING 85 RODS DUE WEST AND 80 RODS DUE NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE RUNNING DUE WEST 11 RODS 8 1/2 FEET; THENCE RUNNING NORTH 23 DEGREES EAST 17 RODS 8 1/2 FEET; THENCE RUNNING SOUTH 79 DEGREES EAST 11 RODS 8 1/2 FEET; THENCE RUNNING SOUTH 25 DEGREES WEST ALONG CENTER OF COUNTY ROAD 17 RODS 8 1/2 FEET TO THE PLACE OF BEGINNING.

SECTION 26: S1/2 S1/2

SECTION 27: SE1/4 SE1/4, EXCEPTING THEREFROM THAT PORTION DEED FOR HIGHWAY PURPOSES

TOWNSHIP 16 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 9: E1/2 SE1/4

SECTION 10: SE1/4 NE1/4, NE1/4 SE1/4, SW1/4 AND S1/2 SE1/4

SECTION 15: SW1/4 NE1/4, NE1/4 NW1/4, NW1/4 NE1/4 AND NW1/4 SE1/4

PARCEL NO 2:

TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 17: W1/2 NW1/4, E1/2 SW1/4

PARCEL NO 3:

TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 15: W1/2 SE1/4

PARCEL NO 4:

TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 22: NW1/4 NE1/4

EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 43-7109 WITH A CLAIMED PRIORITY OF OCTOBER 17, 1977 TO 1.48 CFS OF IRRIGATION WATER AND 0.03 CFS OF STOCKWATER FROM GROUNDWATER AND WATER RIGHT NO. 43-10076 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1928 TO 0.5 CFS OF IRRIGATION WATER AND 0.04 CFS OF STOCKWATER AND 0.04 CFS OF DOMESTIC WATER FROM THE WATERS OF SPRINGS, A TRIBUTARY OF THE SINKS AND WATER RIGHT NO. 43-10077 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1954 TO 0.04 CFS OF STOCKWATER FROM THE WATERS OF SPRINGS, A TRIBUTARY OF THE SINKS AND WATER RIGHT NO. 43-13025 WITH A CLAIMED PRIORITY OF APRIL 1, 1880 TO 2.14 CFS OF IRRIGATION WATER FROM THE WATERS OF STINES CREEK, A TRIBUTARY OF ALMO 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 776 East 2975 South, Almo, ID 83311.

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:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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)

