

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 28 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.

1. Water Right No(s): 47-17327
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)
Patrick Borchard, Karin Borchard, Matt Nelson and Nora Nelson
5. Expiration Date of Notification Period August 5, 2033
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s)
 (and title if applicable) 
 Justin Willis – Commercial Loan Officer

For Office Use Only

Received by _____	Date <u>8-30-2013</u>	Fee <u>\$25-</u>
Received by <u>dm</u>	Date <u>8-30-2013</u>	Receipt No. <u>SD33493</u>
Processed by _____	Date _____	WR _____ Date _____

RECORDATION REQUESTED BY:

D. L. Evans Bank
Twin Falls Financial Center
P.O. Box 87
906 Blue Lakes Blvd. N.
Twin Falls, ID 83301

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.

04:19:13 PM 08-05-2013

2013017206

NO. PAGES 6 FEE: \$25.00

KRISTINA GLASCOCK
COUNTY CLERK

DEPUTY: BH

Electronically Recorded by Simplifile

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Twin Falls Financial Center
P.O. Box 87
906 Blue Lakes Blvd. N.
Twin Falls, ID 83301

SEND TAX NOTICES TO:

Patrick Lawrence Borchard, Karin Kristina Borchard, Matthew
Craig Nelson and Nora Lynn Olsen Nelson
2251 East 4400 North
Filer, ID 83328

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated August 5, 2013, is made and executed between Patrick Borchard and Karin Borchard, husband and wife; and Matt Nelson and Nora Nelson, husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 87, 906 Blue Lakes Blvd. N., Twin Falls, ID 83301 (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 Twin Falls County, State of Idaho:

TOWNSHIP 9 SOUTH, RANGE 16 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 9: W1/2SE1/4

SUBJECT TO: A 25.0-FOOT-WIDE COUNTY ROAD EASEMENT ALONG THE SOUTH BOUNDARY OF THE BEFORE-DESCRIBED PARCEL.

ALSO SUBJECT TO HIGHWAY DISTRICT RIGHT OF WAY.

EXCEPT: TOWNSHIP 9 SOUTH, RANGE 16 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 19: A PARCEL OF LAND LOCATED IN THE SW1/4SE1/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 19 BEARS NORTH 89°34'00" WEST 2791.01 FEET;

THENCE NORTH 89°34'00" WEST ALONG THE SOUTH BOUNDARY OF THE SE1/4 OF SAID SECTION 19 FOR A DISTANCE OF 1396.61 FEET TO THE SOUTHEAST CORNER OF THE SW1/4SE1/4 OF SAID SECTION 19 AND BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°34'00" WEST ALONG THE SOUTH BOUNDARY OF THE SW1/4SE1/4 OF SAID SECTION 19 FOR A DISTANCE OF 302.50 FEET;

THENCE NORTH 01°30'20" EAST PARALLEL WITH THE EAST BOUNDARY OF THE SW1/4SE1/4 OF SAID SECTION 19 FOR A DISTANCE OF 646.00 FEET;

THENCE NORTH 55°52'00" EAST FOR A DISTANCE OF 344.32 FEET TO A POINT ON THE EAST BOUNDARY OF THE SW1/4SE1/4 OF SAID SECTION 19;

THENCE SOUTH 00°02'13" EAST ALONG THE EAST BOUNDARY OF THE SW1/4SE1/4 OF SAID SECTION 19 FOR A DISTANCE OF 840.27 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 47-17327 WITH A CLAIMED PRIORITY OF MAY 1, 1966 TO 0.22 CFS OF THE WATERS OF UNNAMED STREAM, A TRIBUTARY OF THE SNAKE RIVER TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH 75 SHARES OF THE CAPITAL STOCK OF THE TWIN FALLS CANAL COMPANY CERTIFICATE NO. [redacted], 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, Filer, ID 83328.

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) 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 tenable 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

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