

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

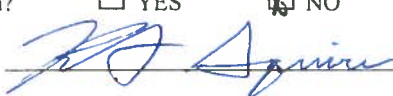
RECEIVED
JUL 03 2013
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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): 36-8379, 36-7460AB, 36-10654
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) ROCHA DAIRY

5. Expiration Date of Notification Period November 20, 2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
Special Assets Officer

For Office Use Only

Received by _____	Date _____	Fee <u>\$75- total</u>
Receipted by <u>dm</u>	Date <u>7.5.2013</u>	Receipt No. <u>5033363</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SUPPORT DATA
IN FILE # 36-8379 7460AB

NOT
RECORDATION REQUESTED BY:

D. L. Evans Bank
Jerome Branch
980 S. Lincoln
Jerome, ID 83338

Recorded Electronically	
ID <u>236155</u>	
County <u>Gooding</u>	
Date <u>11/30/10</u>	Time <u>2:02 pm</u>
Simplifile.com 800.460.6657	

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Jerome Branch
980 S. Lincoln
Jerome, ID 83338

SEND TAX NOTICES TO:

Rocha Dairy
3164 South 2050 East
Wendell, ID 83355

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 19, 2010, is made and executed between Rocha Dairy (referred to below as "Grantor") and D. L. Evans Bank, whose address is 980 S. Lincoln, Jerome, ID 83338 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 31, 2007 (the "Mortgage") which has been recorded in Gooding County, State of Idaho, as follows:

recorded February 27, 2007 as Instrument No. 220510 and Modification dated April 21, 2008, recorded April 22, 2008 as Instrument No. 226155, re-recorded May 01, 2008 as instrument No. 226285 and Modification dated July 22, 2008, recorded July 30, 2008 as instrument No. 227319 and Modification dated August 9, 2008, recorded September 23, 2008 as instrument No. 227945 and Modification dated November 27, 2009, recorded December 7, 2009 as Instrument No. 232720, re-recorded December 10, 2009 as Instrument No. 232782

Loan No. 1841004790 Extended August 4, 2009, recorded August 6, 2009 as Instrument No. 231504 which was re-written by Loan No. 1842005415 and Extended February 2, 2010, recorded February 4, 2010 as Instrument No. 233348 and extension dated April 2, 2010, recorded April 5, 2010 as Instrument No. 233950 and extension dated July 19, 2010, recorded July 22, 2010 as Instrument No. 235022.

Loan No. 1841005416 Extended February 2, 2010, recorded February 4, 2010 as Instrument No. 233347 and extension dated April 2, 2010, recorded April 5, 2010 as Instrument No. 233949 and extension dated July 19, 2010, recorded July 22, 2010 as Instrument No. 235024.

Loan No. 1841005417 Extended February 2, 2010, recorded February 4, 2010 as Instrument No. 233345 and extension dated April 2, 2010, recorded April 5, 2010 as Instrument No. 233948 and extension dated July 19, 2010, recorded July 22, 2010 as Instrument No. 235021.

Loan No. 1842004789 Extended August 4, 2009, recorded August 6, 2009 as Instrument No. 231502 and Loan No. 1843104977 Extended August 4, 2009, recorded August 6, 2009 as Instrument No. 231503 and Loan No. 1841004927 Extended August 4, 2009, recorded August 6, 2009 as Instrument No. 231505 which were re-written by Loan No. 1843105418 Extended February 2, 2010, recorded February 4, 2010 as Instrument No. 233346 and extension dated April 2, 2010, recorded April 5, 2010 as Instrument No. 233946 and extension dated July 19, 2010, recorded July 22, 2010 as Instrument No. 235025.

Loan No. 1842004792 Extended August 4, 2009, recorded August 6, 2009 as Instrument No. 231506 which was re-written by Loan No. 1842005419 Extended February 2, 2010, recorded February 4, 2010 as Instrument No. 233349 and extension dated April 2, 2010, recorded April 5, 2010 as Instrument No. 233947 and extension dated July 19, 2010, recorded July 22, 2010 as Instrument No. 235023

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Gooding County, State of Idaho:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3164 South 2050 East, Wendell, ID 83355.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extending Maturity Date to November 20, 2011

NOTE. The word "Note" means All promissory notes executed by a "Borrower" payable to "Lender" together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions of the promissory notes or agreements, including but not limited to:

Promissory Note # 1842005419 dated November 27, 2009 with a principal balance of ~~\$12,000.00~~

Promissory Note # 1842005415 dated November 27, 2009 with a principal balance of ~~\$20,000.00~~

Promissory Note # 1841005416 dated November 27, 2009 with a principal balance of ~~\$10,120.00~~

Promissory Note # 1841005417 dated November 27, 2009 with a principal balance of ~~\$10,000.00~~

Promissory Note # 1843105418 dated November 27, 2009 with a principal balance of ~~\$10,000.00~~

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1842005419/20

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LENDER:

D. L. EVANS BANK

X [Signature]
Authorized Signer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Idaho

)

) SS

COUNTY OF Jerome

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LOWELL R. ANDRUS
Notary Public
State of Idaho

On this 30th day of November, in the year 2010, before me Lowell R. Andrus, a notary public in and for the State of Idaho, personally appeared Elcidio "Al" Rocha, General Partner of Rocha Dairy; Barbara T. Rocha, General Partner of Rocha Dairy; Dennis M. Coelho, General Partner of Rocha Dairy; and Dolores M. Coelho, General Partner of Rocha Dairy, known or identified to me (or proved to me on the oath of _____), to be partners or designated agents in the partnership of Rocha Dairy, and the partners or designated agents who subscribed said partnership name to the foregoing instrument and acknowledged to me that they executed the same in said partnership name.

[Signature]
Notary Public for Idaho

Residing at Wendell

My commission expires 7/30/15

LENDER ACKNOWLEDGMENT

STATE OF Idaho

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) SS

COUNTY OF Jerome

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On this 30th day of November, in the year 2010, before me Laurie Larsen, a notary public in and for the State of Idaho, personally appeared Randy Andrus, to be Gen. Mgr. known or identified to me (or proved to me on the oath of _____), authorized agent for D. L. Evans Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of D. L. Evans Bank, duly authorized by the D. L. Evans Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and in fact executed this said instrument on behalf of D. L. Evans Bank.

[Signature]
Notary Public for Idaho

Residing at Jerome

My commission expires 7/31/12

LAURIE LARSEN
NOTARY PUBLIC

EXHIBIT A

PARCEL 1:

TOWNSHIP 8 SOUTH RANGE 15 EAST OF THE BOISE MERIDIAN GOODING COUNTY, IDAHO

Section 10: W $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL 2:

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 10: SE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 10;
Thence North 749.59 feet along the Easterly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence West 50.00 feet;
Thence South 39°00'49" West, 898.18 feet;
Thence South 0°9'31" West, 50.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°50'29" East, 615.55 feet to THE POINT OF BEGINNING.

PARCEL 3:

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 10: That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 10;
Thence North 749.59 feet along the Easterly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence West 50.00 feet;
Thence South 39°00'49" West, 898.18 feet;
Thence South 0°9'31" West, 50.00 feet to the Southerly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°50'29" East, 615.55 feet to THE POINT OF BEGINNING.

PARCEL 4:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 10: S $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southwest corner for Section 10;
Thence North 0°00'23" East, 545.26 feet along the Westerly boundary of Section 10 to THE TRUE POINT OF BEGINNING;
Thence North 0°00'23" East, 755.41 feet along the Westerly boundary of Section 10 to the Northwest corner of S $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 89°39'11" East, 628.94 feet along the Northerly boundary of S $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 39°55'33" West, 980.08 feet to THE TRUE POINT OF BEGINNING.

TOGETHER WITH an irrigation pipeline easement being the Northerly 15.00 feet of the S $\frac{1}{2}$ SW $\frac{1}{4}$, as created by Warranty Deed recorded May 12, 1994 as Instrument Number 156993, Gooding County records.

CONTINUATION

EXHIBIT A

PARCEL 5:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 10: E $\frac{1}{4}$ NE $\frac{1}{4}$;

EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Commencing at the Northeast corner of said Section 10, from which the East one quarter (E $\frac{1}{4}$) corner of said Section 10 bears South 00°02'56" West 2642.59 feet said Northeast corner of Section 10 being the TRUE POINT OF BEGINNING;

Thence South 00°02'56" West along the East boundary of the Northeast Quarter of said Section 10 for a distance of 266.00 feet;

Thence South 88°37'14" West for a distance of 258.08 feet;

Thence North 00°02'56" East parallel with the East boundary of the Northeast Quarter of said Section 10 for a distance of 273.00 feet to a point on the North boundary of the Northeast Quarter of said Section 10;

Thence South 89°49'31" East along the North boundary of the Northeast Quarter of said Section 10 for a distance of 258.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide County road easement along the North and East boundaries of the before described parcel.

PARCEL 6:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN GOODING COUNTY, IDAHO

Section 10: NW $\frac{1}{4}$