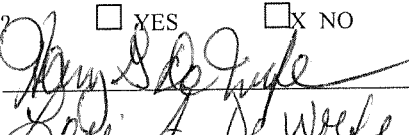
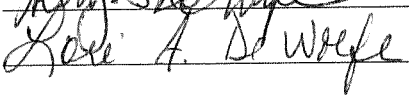


RECEIVED

JAN 09 2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT 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): 36-7303, 36-7302, 36-2588 _____
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)
Harry G. DeWolfe and Lori DeWolfe _____
5. Expiration Date of Notification Period
December 20, 2032 _____
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)



For Office Use Only

Received by 	Date <u>1-9-13</u>	Fee <u>75.00</u>
Receipted by 	Date <u>1-9-13</u>	Receipt No. <u>CD96404</u>
Processed by <u>DNLS</u>	Date <u>1-10-13</u>	WR ☒ Date ☒

SUPPORT DATA

IN FILE # 36-2588

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Harry G. DeWolfe
Lori DeWolfe
2844 Ritchie Road
Hagerman, ID 83332

Instrument # 243379

GOODING COUNTY, GOODING, IDAHO
12-31-2012 14:16:06 No. of Pages: 7
Recorded for: LAND TITLE AND ESCROW - JEROME
DENISE GILL Fee: \$28.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated December 28, 2012, is made and executed between Harry G. DeWolfe and Lori DeWolfe; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is 980 S. Lincoln, Jerome, ID 83338 (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 Gooding County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 36-7303 WITH A CLAIMED PRIORITY OF MARCH 16, 1973 TO 1.11 CFS OF IRRIGATION WATER FROM GROUNDWATER AND WATER RIGHT NO. 36-7302 WITH A CLAIMED PRIORITY OF MARCH 16, 1973 TO 0.04 CFS OF STOCK WATER FROM GROUNDWATER AND 0.04 CFS OF DOMESTIC WATER FROM GROUNDWATER AND RIGHT NO. 36-2588 WITH A CLAIMED PRIORITY OF FEBRUARY 20, 1964 TO 2.02 CFS OF IRRIGATION WATER FROM GROUNDWATER. TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH 25.00 SHARES OF THE CAPITAL STOCK OF THE NORTH SIDE CANAL COMPANY CERTIFICATE NO 24809, 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 2816 and 2844 Ritchie Road, Hagerman, ID 83332.

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:

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.

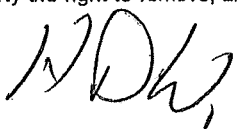
POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

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 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 Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior



PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 29: N $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM,

Section 29: A parcel of land located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:

Beginning at the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, the TRUE POINT OF
BEGINNING;
Thence East a distance of 660.00 feet along the South boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North a distance of 548.00 feet;
Thence West a distance of 660.00 feet running parallel with the South boundary line of said
NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South a distance of 548.00 feet along the West boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the TRUE
POINT OF BEGINNING.

AND EXCEPTING THEREFROM

Section 29: A parcel of land located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:

Beginning at the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North a distance of 548.00 feet along the West boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, the TRUE
POINT OF BEGINNING;
Thence East a distance of 475.00 feet;
Thence North a distance of 184.00 feet;
Thence West a distance of 475.00 feet to a point on the West boundary line of said
NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South a distance of 184.00 feet along the West boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the TRUE
POINT OF BEGINNING.

PARCEL NO 2:

TOWNSHIP 7 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 29: S $\frac{1}{2}$ NW $\frac{1}{4}$;

EXCEPTING there from a parcel of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Commencing at the West Quarter corner of Section 29;
Thence North 0°00'00" East, 199.67 feet along the West line of Section 29 to the TRUE POINT OF
BEGINNING;
Thence North 86°41'42" East, 461.24 feet to a point;
Thence North 2°06'26" West, 750.40 feet to a point on the East bank of a canal;
Thence North 61°05'08" East, 96.24 feet along said canal bank to a point;
Thence North 62°17'38" East, 375.12 feet along said canal bank to a point;
Thence North 62°27'30" East, 277.88 feet along said canal bank to a point on the North line of
SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 89°46'35" West, 1,096.63 feet along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point on
the West line of Section 29;
Thence South 0°00'00" West, 1,121.64 feet along the West line of Section 29 to the TRUE
POINT OF BEGINNING.