

RECEIVED

DEC 04 2012

Department of Water Resources
Eastern 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): 27-10049C OK

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

Gerald A. Hansen742 N 900 EShelley, ID 83274

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

Mark B. Pratt and Wendy R. Pratt

5. Expiration Date of Notification Period _____

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO7. Signature(s) of Security Interest holder(s) Gerald A Hansen - By Betty Hansen att in fact
(and title if applicable)**For Office Use Only**Received by JBDate 12/4/2012Fee \$50. -Received by JBDate 12/4/2012Receipt No. E038224

Processed by _____

AJ

Date _____

WR JBDate 12/5/2012\$25. -
for this app.

435134

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Instrument # 644257

BINGHAM COUNTY, IDAHO
2012-11-30 09:27:18 AM No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$25.00
Ex-Officio Recorder Deputy CRobinson
Index To: MORTGAGE
Electronically Recorded by Simplifile

space above this line for Recording use only

REAL ESTATE MORTGAGE

THIS MORTGAGE, made by Mark B. Pratt and Wendy R. Pratt, husband and wife, of 279 N 400 E, Blackfoot, ID 83221, as Mortgagor, and Gerald A. Hansen of 743 N 900 E, Shelley, ID 83274, as Mortgagee.

Mortgagor, by a promissory note dated November 15, 2012, is indebted to Mortgagee in the sum of Four Hundred Thousand (\$400,000) Dollars, with interest from date at the rate of three (3%) percent per annum through March 15, 2018, and four (4%) percent per annum thereafter until paid, principal and interest to be paid at Title Financial Specialty Services, 580 Jensen Grove Dr., Blackfoot, ID 83221, in annual installments beginning March 15, 2013, and continuing on the 15th day of March each year thereafter until the indebtedness is fully paid; except that, if not paid sooner, the final payment thereof shall be due and payable on March 1, 2037. The terms of such promissory note are incorporated herein by reference.

Mortgagor, in consideration of the above-stated obligation, hereby mortgages to mortgagee all of the following described property in the County of Bingham, State of Idaho:

Township 4 South, Range 41, E.B.M., Bingham County, Idaho

Section 7: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 8: SW $\frac{1}{4}$;SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 17: W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 20: NW $\frac{1}{4}$ NW $\frac{1}{4}$

together with the appurtenances and all the estate and rights of the mortgagor in and to such premises.

This mortgage shall also be deemed to be a "fixture filing" and is intended to secure a lien on the fixtures involved in this sale.

Mortgagor covenants and agrees as follows:

435134

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Recorded Electronically

ID 644257
County BINGHAM
Date 11-30-2012 Time 9:27 AM
Simplifile.com 800.460.5657

space above this line for Recording use only

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Mortgagor covenants and agrees as follows:

SECTION ONE
PAYMENT OF INDEBTEDNESS

Mortgagor shall pay the indebtedness as hereinbefore provided.

SECTION TWO
WARRANTY OF OWNERSHIP

Mortgagor hereby warrants the title to said land and rights against all persons whomsoever and agrees to defend the same.

SECTION THREE
MAINTENANCE OF INSURANCE

Mortgagor shall keep the buildings on the premises insured for loss by fire for mortgagee's benefit; mortgagor shall assign and deliver the policies to mortgagee; and mortgagor shall reimburse mortgagee for any insurance premiums paid by mortgagee on mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.

SECTION FOUR
TAXES AND ASSESSMENTS

Mortgagor shall pay all taxes and assessments assessed after January 1, 2013. In default thereof, mortgagee may pay such taxes and assessments and mortgagor shall reimburse mortgagee therefor.

SECTION FIVE
DEMOLITION

No building on the premises shall be removed or demolished without mortgagee's consent.

SECTION SIX
ACCELERATION OF PRINCIPAL AND INTEREST

The full amount of the principal sum and interest shall become due at the option of mortgagee:

1. After default in the payment of any installment of principal or of interest for 30 days;
or
2. After default in the payment of any tax or assessment for 30 days after notice and demand; or

3. After default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or reimbursing mortgagee for premiums paid on such insurance, as provided above; or

4. After failure to furnish a statement of the amount due on the mortgage and of any offsets and/or defenses existing against the mortgaged debt, after such has been requested as provided below.

SECTION SEVEN APPOINTMENT OF RECEIVER

The holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

SECTION EIGHT STATEMENT OF AMOUNT DUE

Mortgagor, within 10 days when requested in person, or within 15 days when requested by mail, shall furnish to mortgagee a duly acknowledged written statement of the amount due on the mortgage and whether any offsets and/or defenses exist against the mortgaged debt.

SECTION NINE SALE IN ONE PARCEL

In case of a foreclosure sale, the premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.

SECTION TEN ASSIGNMENT OF RENTS, ISSUES, AND PROFITS

Mortgagor hereby assigns to mortgagee the rents, issues, and profits of the premises as further security for the payment of the obligations secured hereby, and grants to mortgagee the right to enter on the premises to collect the same, to let the premises or any part thereof and to apply the moneys received therefrom, after payment of all necessary charges and expenses, to the obligations secured by this mortgage, on default under any of the covenants, conditions, or agreements contained herein. In the event of any such default, mortgagor shall to mortgagee or to any receiver appointed to collect the rents, issues, and profits of the premises, the fair and reasonable rental value for the use and occupation of the premises or of such part thereof as may be in mortgagor's possession; and on default

in payment of such rental, to vacate and surrender possession of the premises, or that portion thereof occupied by mortgagor, to mortgagee or the receiver appointed to collect the same.

SECTION ELEVEN PAYMENT OF EXPENSES

If any action or proceeding is commenced, except an action to foreclose this mortgage or to collect the debt secured hereby, in which it is necessary to defend or assert the lien of this mortgage, whether or not the mortgagee is made or becomes a party to any such action or proceeding, all of mortgagee's expenses incurred in any such action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable attorney's fees, shall be paid by mortgagor, and if not so paid promptly on request, shall be added to the debts secured hereby and become a lien on the mortgage premises, and shall be deemed to be fully secured by this mortgage and to be prior and paramount to any right, title, interest, or claim to or on the premises accruing or attaching subsequent to the lien of this mortgage, and shall bear interest at the rate proved for the obligations secured hereby. This covenant shall not govern or affect any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured hereby, which action or proceeding shall be governed by the provisions of law respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

SECTION TWELVE CONDEMNATION OF PREMISES

If the premises or any part thereof shall be condemned and taken under the power of eminent domain, or if any award for any change of grade of streets affecting the premises shall be made, all damages and awards for the property so taken or damages shall be paid to the holder of this mortgage, up to the amount then unpaid on the indebtedness hereby secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if it is insufficient to pay the entire amount thereof, it may, at the option of the holder of this mortgage, be applied to the last maturing installments. The balance of such damages and awards, if any, shall be paid to mortgagor. Mortgagee and subsequent holders of this mortgage are hereby given full power, right, and authority to receive and receipt for all such damages and awards.

SECTION THIRTEEN BANKRUPTCY

If mortgagor or any obligor on the promissory note secured hereby: (1) files a voluntary petition in bankruptcy under the Bankruptcy Act of the United States, or (2) is adjudicated a bankrupt under such act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, then and on the occurrence of any of such conditions, at the option of mortgagee, the entire balance of the principal sum secured hereby, together with all accrued interest thereon, shall become immediately due and payable.

SECTION FOURTEEN WASTE

Mortgagor shall not commit, suffer, or permit any waste, impairment, or deterioration of the premises or of any improvement thereon and shall maintain the premiss and all improvements thereon in good condition and repair. If mortgagor fails or neglects to make any necessary repair or replacement in any improvement for 30 days after notice to do so from mortgagee, mortgagee may effect such repair or replacement and the cost thereof shall be added to the debt secured hereby, shall bear interest at the rate provided in the promissory note secured hereby, and shall be covered by this mortgage and the lien hereof.

SECTION FIFTEEN COMPLIANCE WITH LAWS AND REGULATIONS

Mortgagor shall comply with all statutes, ordinances, and governmental requirements that affect the premises. If mortgagor neglect or refuse to so comply and such failure or refusal continues for 30 days, then, at mortgagee's option, the entire balance of the principal sum secured hereby, together with all accrued interest, shall become immediately due and payable.

Wherever the sense of this mortgage so requires, the word "mortgagor" shall be construed as if it read "mortgagors" and the "mortgagee" shall be construed as if it read "mortgagees". The word "holder" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. Unless otherwise provided, any notice and demand or

request specified in this mortgage may be made in writing and demand or request specified in this mortgage may be made in writing and may be served in person or by mail.

IN WITNESS WHEREOF, this mortgage has been duly executed by mortgagor the day and year first written above.

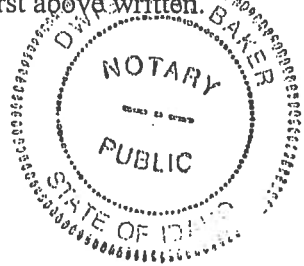
Mark B. Pratt
Mark B. Pratt

Wendy R. Pratt
Wendy R. Pratt

STATE OF IDAHO)
) ss:
County of Bingham)

On this 21st day of November, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Mark B. Pratt and Wendy R. Pratt, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Dwight E. Baker
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires 12-10-16