

RECEIVED

NOV 02 2012

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).: 35-7865
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)
Diane J. Deeg
5. Expiration Date of Notification Period September 4, 2022
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) Diane J. Deeg
Loan Processor

For Office Use Only

Received by <u>HP</u>	Date <u>11-2-12</u>	Fee <u>25.00</u>
Receipted by <u>HP</u>	Date <u>11-2-12</u>	Receipt No. <u>CO 96182</u>
Processed by _____ AJ	Date _____	WR <u>Dals</u> Date <u>11/2/2012</u>

RECORDATION REQUESTED BY:

D. L. Evans Bank
 North Burley Branch
 P.O. Box 1188
 397 North Overland Ave.
 Burley, ID 83318

Instrument # 641778

BINGHAM COUNTY, IDAHO
 2012-09-07 02:30:51 PM No. of Pages: 6
 Recorded for: FIRST AMERICAN TITLE - BLACKFO
 SARA J. STAUB Fee: \$25.00
 Ex-Officio Recorder Deputy C Robinson
 Index To: MORTGAGE
 Electronically Recorded by Simplifile

WHEN RECORDED MAIL TO:

D. L. Evans Bank
 North Burley Branch
 P.O. Box 1188
 397 North Overland Ave.
 Burley, ID 83318

SEND TAX NOTICES TO:

Timothy Deeg
 Diane J. Deeg
 2957 Deeg Road
 American Falls, ID 83211

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**MORTGAGE**

THIS MORTGAGE dated September 7, 2012, is made and executed between Diane J. Deeg, a married women as her sole and separate property (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 1188, 397 North Overland Ave., Burley, ID 83318 (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 Bingham County, State of Idaho:

**TOWNSHIP 4 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
 SECTION 6: SE1/4**

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 35-7865 WITH A CLAIMED PRIORITY OF AUGUST 23, 1979 TO 3.080CFS OF GROUNDWATER, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH ALL IRRIGATION EQUIPMENT AND ADDITIONS THERETO AND REPLACEMENTS THEREOF NOW OWNED OR HEREAFTER ACQUIRED BY THE BORROWERS AND USED IN THE IRRIGATION OF THE ABOVE PREMISES

TIMOTHY DEEG, HUSBAND OF DIANE J. DEEG, SHALL HAVE NO PERSONAL LIABILITY TO OBLIGATIONS HEREIN OR SECURED HEREBY, AND EXECUTES THIS INSTRUMENT ONLY TO SUBORDINATE ANY INTEREST HE MAY ACQUIRE, INCLUDING WITHOUT RESERVATION HER HOMESTEAD RIGHTS TO THIS MORTGAGE.

The Real Property or its address is commonly known as See Legal Description, Springfield, ID 83272.

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 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