

RECEIVED

SEP 18 2012

DEPARTMENT OF  
WATER RESOURCESSTATE 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): 45-545, 45-546, 45-547, 45-548A, 45-548B, 45-549A, 45-549B, 45-550, 45-594, 45-595, 45-627, 45-628, 45-630, 45-643, 45-657, 45-2497, 45-2673A, and 45-13796

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 BankP.O. Box 87Twin Falls, ID 83303

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

Celia S. Marchant and Gerald L. Marchant

5. Expiration Date of Notification Period February 5, 2023

6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO

7. Signature(s) (and title if applicable)

\_\_\_\_\_  
 \_\_\_\_\_  
*\* see next page for signature*

**For Office Use Only**Received by [Signature]Date 9-18-12Fee \$450.00Received by [Signature]Date 9-18-12Receipt No. CO96004Processed by AJ

Date \_\_\_\_\_

WR [Signature]Date 9/24/2012

SUPPORT DATA

IN FILE # 45-545

*NEED RECORDED TO FILE*  
*original signature*  
 STATE OF IDAHO *Page 10.49*  
 DEPARTMENT OF WATER RESOURCES

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*[Signature]*  
9-20-12 WESTRA

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|                       |            |                     |
|-----------------------|------------|---------------------|
| Received by _____     | Date _____ | Fee _____           |
| Receipted by _____    | Date _____ | Receipt No. _____   |
| Processed by _____ AJ | Date _____ | WR _____ Date _____ |

SUPPORT DATA

IN FILE # 45-545

**CASSIA COUNTY**

Recorded for:

**LAND TITLE AND ESCROW****4:02:13 pm 08-08-2012****2012-003682**

No. Pages: 6

Fee: \$25.00

**JOSEPH W. LARSEN**

County Clerk

Deputy: **THERESA****RECORDATION REQUESTED BY:**

D. L. Evans Bank  
South Burley Branch  
P.O. Box 1188  
2281 Overland Ave.  
Burley, ID 83318

**WHEN RECORDED MAIL TO:**

D. L. Evans Bank  
South Burley Branch  
P.O. Box 1188  
2281 Overland Ave.  
Burley, ID 83318

**SEND TAX NOTICES TO:**

Gerald L. Marchant  
Celia S. Marchant  
24 East Basin Road  
Oakley, ID 83346-8703

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

**THIS MORTGAGE** dated August 6, 2012, is made and executed between Gerald L. Marchant and Celia S. Marchant, husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 1188, 2281 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 Cassia County, State of Idaho:

**TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN CASSIA COUNTY, IDAHO**

**SECTION 32: S1/2SE1/4, SAVE AND EXCEPT, THE FOLLOWING DESCRIBED TRACT:**

**BEGINNING AT THE NORTHEAST CORNER OF THE SW1/4SE1/4 OF SAID SECTION 32;  
THENCE SOUTH 20 RODS;  
THENCE WEST 40 RODS;  
THENCE NORTH 20 RODS;  
THENCE EAST 40 RODS TO THE POINT OF BEGINNING.**

**TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 45-545 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1879 TO 1.01 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-546 WITH A CLAIMED PRIORITY OF MAY 1, 1881 TO 0.25 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-547 WITH A CLAIMED PRIORITY OF MAY 1, 1882 TO 0.26 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-548A WITH A CLAIMED PRIORITY OF DECEMBER 31, 1879 TO 0.48 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-548B WITH A CLAIMED PRIORITY OF DECEMBER 31, 1879 TO 0.52 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-549A WITH A CLAIMED PRIORITY OF APRIL 1, 1881 TO 0.19 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-549B WITH A CLAIMED PRIORITY OF APRIL 1, 1881 TO 0.21 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-550 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1879 TO 0.04 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-594 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1879 TO 0.55 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-595 WITH A CLAIMED PRIORITY OF MAY 1, 1881 TO 0.3 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-627 WITH A CLAIMED PRIORITY OF JULY 28, 1955 TO 0.07 CFS OF GROUND WATER AND WATER RIGHT NO. 45-628 WITH A CLAIMED PRIORITY OF APRIL 1, 1912 TO 0.08 CFS OF GROUND WATER AND WATER RIGHT NO. 45-630 WITH A CLAIMED PRIORITY OF FEBRUARY 28, 1948 TO 0.04 CFS OF GROUND WATER AND WATER RIGHT NO. 45-643 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1879 TO 0.04 CFS OF GROUND WATER AND WATER RIGHT NO. 45-657 WITH A CLAIMED PRIORITY OF APRIL 1, 1894 TO 0.61 CFS OF THE WATERS OF MILL CREEK A TRIBUTARY OF SINKS AND WATER RIGHT NO. 45-2497 WITH A CLAIMED PRIORITY OF JULY 28, 1955 TO 1.52 CFS OF GROUND WATER AND WATER RIGHT NO. 45-2673A WITH A CLAIMED PRIORITY OF OCTOBER 31, 1961 TO 0.47 CFS OF GROUND WATER AND WATER RIGHT NO. 45-13796 WITH A CLAIMED PRIORITY OF JANUARY 1, 1920 TO 0.02 CFS OF THE WATERS OF SUMMIT CREEK A TRIBUTARY OF MILL CREEK 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 Bare Ground See Legal Description, Oakley, ID 83346.**

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 good 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