

RECEIVED
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DEPARTMENT OF
WATER RESOURCES

STATE 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). 63-32231

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) Mark G. Schroeder and Peggy L. Schroeder

5. Expiration Date of Notification Period March 20, 2032

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

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

Andrea Hopland

Loan Processor III

For Office Use Only

Received by

Received by

Processed by

327
AMS AJ

Date

Date

Date

7/20/2012

Fee

Receipt No.

WR

\$25-

5095754

✓

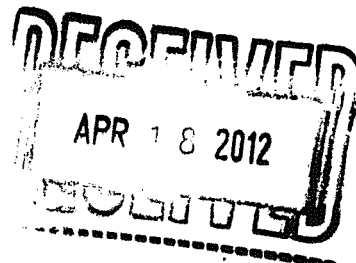
Date

7/23/2012

RECORDATION REQUESTED BY:

D. L. Evans Bank
Nampa Karcher Branch
1536 Caldwell Blvd.
Nampa, ID 83651

COPY



WHEN RECORDED MAIL TO:

D. L. Evans Bank
Nampa Karcher Branch
1536 Caldwell Blvd.
Nampa, ID 83651

SEND TAX NOTICES TO:

Mark G. Schroeder
Peggy L. Schroeder
4481 North 1800 East
Buhl, ID 83316

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

"CERTIFIED TO BE
A TRUE AND CORRECT
COPY OF THE ORIGINAL"

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

201201750

DEED OF TRUST

THIS DEED OF TRUST is dated March 23, 2012, among Mark G. Schroeder and Peggy L. Schroeder; husband and wife ("Grantor"); D. L. Evans Bank, whose address is Nampa Karcher Branch, 1536 Caldwell Blvd., Nampa, ID 83651 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pioneer Title Company of Canyon County, whose address is 610 South Kimball Avenue, Caldwell, ID 83605 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, 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 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 Canyon County, State of Idaho:

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE

NORTH 0°24'19" EAST ALONG THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 175.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE

NORTH 89°32'45" WEST PARALLEL WITH THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 550 FEET; THENCE

SOUTH 0°24'19" WEST PARALLEL TO SAID EAST LINE 175.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE

NORTH 89°32'45" WEST ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 770.21 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE

NORTH 0°23'36" EAST ALONG THE WEST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1,320.74 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE

SOUTH 89°32'45" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1,320.48 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 0° 24'19" WEST ALONG THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1,145.75 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO.63-32231 WITH A CLAIMED PRIORITY OF MAY 16, 1977 TO 0.76 CFS OF IRRIGATION WATER TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH 31.86 ACRES OF WATER RIGHTS, SERIAL NO.1138 FROM THE WILDER IRRIGATION DISTRICT AND 4.85 ACRES OF WATER RIGHTS, SERIAL NO. 1138-0 FROM THE WILDER IRRIGATION DISTRICT, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PROPERTY.

The Real Property or its address is commonly known as Fargo Road, Wilder, ID 83676. The Real Property tax identification number is 372210100; 372210000.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) 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 DEED OF TRUST, 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 DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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