

RECEIVED

JUN 06 2012

Department of Water Resources
Eastern Region

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): 29-13825 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
Bank of Idaho
399 N. Capital Ave.
Idaho Falls, ID 83402
4. Name of Water Right Owner/Claimant(s)
Fred and Stacy Burmester
5. Expiration Date of Notification Period October 1, 2042
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Fred Burmester
 (and title if applicable) Stacy Burmester

For Office Use OnlyReceived by JRSDate 6/6/2012Fee \$25 -Receipted by JRSDate 6/6/2012Receipt No. E037680

Processed by _____

AJ

Date _____

WR JRSDate 6/6/2012

First American Title - Pocatello

RECORDATION REQUESTED BY:

BANK OF IDAHO
Capital Branch
399 N. Capital
P.O. Box 1487
Idaho Falls, ID 83403

21208991 2012 Jun 01 AM 08:14:11

Electronically Recorded by Simplifile

WHEN RECORDED MAIL TO:

BANK OF IDAHO
Capital Branch
399 N. Capital
P.O. Box 1487
Idaho Falls, ID 83403

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

SEND TAX NOTICES TO:

BANK OF IDAHO
Capital Branch
399 N. Capital
P.O. Box 1487
Idaho Falls, ID 83403

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

FA 414467

MORTGAGE

THIS MORTGAGE dated May 30, 2012, is made and executed between FRED BURMESTER and STACY BURMESTER; husband and wife (referred to below as "Grantor") and BANK OF IDAHO, whose address is 399 N. Capital, P.O. Box 1487, Idaho Falls, ID 83403 (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 BANNOCK County, State of Idaho:

See EXHIBIT A, WHICH INCLUDES THE LEGAL DESCRIPTION OF THE PROPERTY, WATER RIGHTS DESCRIPTION AND IRRIGATION EQUIPMENT FOR FIXTURE FILING, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as BARE GROUND, DOWNEY, ID 83234.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 tenable 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.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed

RECORDATION REQUESTED BY:

BANK OF IDAHO
Capital Branch
399 N. Capital
P.O. Box 1487
Idaho Falls, ID 83403

Recorded Electronically	
ID	21208991
County	Bannock
Date	6-1-12 Time 8:19
Simplifile.com 800.460.5657	

WHEN RECORDED MAIL TO:

BANK OF IDAHO
Capital Branch
399 N. Capital
P.O. Box 1487
Idaho Falls, ID 83403

SEND TAX NOTICES TO:

BANK OF IDAHO
Capital Branch
399 N. Capital
P.O. Box 1487
Idaho Falls, ID 83403

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

FA 414467

MORTGAGE

THIS MORTGAGE dated May 30, 2012, is made and executed between **FRED BURMESTER and STACY BURMESTER**; husband and wife (referred to below as "Grantor") and **BANK OF IDAHO**, whose address is 399 N. Capital, P.O. Box 1487, Idaho Falls, ID 83403 (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 **BANNOCK County, State of Idaho**:

See EXHIBIT A, WHICH INCLUDES THE LEGAL DESCRIPTION OF THE PROPERTY, WATER RIGHTS DESCRIPTION AND IRRIGATION EQUIPMENT FOR FIXTURE FILING
, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as **BARE GROUND, DOWNEY, ID 83234**.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 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.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed

hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Mortgage to be in default.

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 written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may

[but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

Lender's Participation. Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

Conduct of Proceedings. If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Mortgage, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

Application of Net Proceeds. Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Mortgage. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Mortgage shall not affect the lien of this Mortgage.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect,

continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Mortgage or the Related Documents in connection with the obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the

Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

DEFAULT ADDENDUM #1. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Bonneville County, State of Idaho.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Non-Liability of Lender. The relationship between Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other

than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means FRED BURMESTER and STACY BURMESTER and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means FRED BURMESTER and STACY BURMESTER.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, the successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means BANK OF IDAHO, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated May 30, 2012, in the original principal amount of \$920,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x 
FRED BURMESTER

x 
STACY BURMESTER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ID)
) SS
COUNTY OF Bannock)

On this 31 day of May, in the year 20 12, before me Sheila Garrett
a notary public in and for the State of Idaho, personally appeared FRED BURMESTER and STACY
BURMESTER, husband and wife, known or identified to me (or proved to me on the oath of _____), to be the
persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Sheila Garrett
Notary Public for Idaho

Residing at Idaho

My commission expires 9-30-17

S. GARRETT
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT 'A'

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF THE SAID LANDS, RETURNED TO THE GENERAL LAND OFFICE BY THE SURVEYOR GENERAL, BANNOCK COUNTY, IDAHO.

EXCEPT: A PARCEL OF LAND BEING ON THE EASTERLY SIDE OF THE CENTERLINE OF INTERSTATE 15 PROJECT NO. 1-15-1(15)32 HIGHWAY SURVEY AS SHOWN ON THE PLANS THEREOF NOW ON FILE IN THE OFFICE OF THE DEPARTMENT OF HIGHWAYS OF THE STATE OF IDAHO, AND BEING A PORTION OF THE NW¹/4NW¹/4 OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING AT THE NORTHWEST CORNER OF THE NW¹/4NW¹/4 OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., THENCE NORTH 89°28'44" EAST ALONG THE NORTH LINE OF SAID NW¹/4NW¹/4 A DISTANCE OF 190.02 FEET TO A POINT IN A LINE PARALLEL WITH AND 190.0 FEET EASTERLY FROM THE CENTERLINE OF SAID INTERSTATE 15 PROJECT NO. 1-15-1(15)32 HIGHWAY SURVEY; THENCE SOUTH 0°03'42" WEST ALONG SAID PARALLEL LINE 737.0 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 945+00 OF SAID INTERSTATE 15, HIGHWAY SURVEY; THENCE SOUTH 3°19'56" WEST, 589.37 FEET TO A POINT IN THE SOUTH LINE OF SAID NW¹/4NW¹/4; THENCE SOUTH 89°32'53" WEST ALONG SAID SOUTH LINE 156.78 FEET TO THE SOUTHWEST CORNER OF SAID NW¹/4NW¹/4 THENCE NORTH 0°03'42" EAST ALONG THE WEST LINE OF SAID NW¹/4NW¹/4 A DISTANCE OF 1320.0 FEET, MORE OR LESS TO THE PLACE OF BEGINNING.

PARCEL 2:

NE¹/4SE¹/4, S1/2NE¹/4, SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37, EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

EXHIBIT 'A'

EXCEPTING THEREFROM: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, THENCE SOUTH 89°20' WEST APPROXIMATELY 2034 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°20' WEST 360.9 FEET TO THE NORTHEASTERLY RIGHT OF WAY FENCE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 23°27' WEST, 1436.2 FEET ALONG SAID FENCE; THENCE NORTH 89°29' EAST, 430.6 FEET; THENCE SOUTH 20°51' EAST, 1408.7 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ALSO EXCEPTING: A STRIP OF LAND 130 FEET WIDE, BEING 80 FEET ON THE NORTHEASTERLY SIDE AND 50 FEET ON THE SOUTHWESTERLY SIDE OF THE CENTERLINE OF HIGHWAY AS SURVEYED AND SHOWN ON THE OFFICIAL PLAT OF THE YELLOWSTONE PARK SN PAP 113 B 1 HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF IDAHO, AND LYING IN THE SW¹/₄SW¹/₄NE¹/₄, OF SAID SECTION 8 TO-WIT: BEGINNING AT A POINT ON THE WEST LINE OF THE SW¹/₄NE¹/₄ OF SAID SECTION 8, APPROXIMATELY 245 FEET NORTH AND 2640 FEET WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 8, AND WHICH POINT IS IDENTICAL WITH STATION 1857-70 OF THE CENTERLINE OF HIGHWAY; THENCE SOUTH ALONG THE WEST LINE OF THE SW¹/₄NE¹/₄ OF SAID SECTION 8, 130.0 FEET MORE OR LESS; THENCE SOUTH 23°27' EAST, 50 FEET SOUTHWESTERLY FROM AND PARALLEL TO THE CENTERLINE OF HIGHWAY, 120.0 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF SW¹/₄NE¹/₄ OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE 141.7 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 23°27' WEST, 80 FEET NORTHEASTERLY FROM AND PARALLEL TO THE CENTERLINE OF HIGHWAY 482.0 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SW¹/₄NE¹/₄, THENCE SOUTH ALONG SAID WEST LINE 210.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPTING: A PARCEL OF LAND IN THE SE¹/₄ NE¹/₄ OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/16 CORNER ON THE EAST LINE OF SAID SECTION, (NE CORNER SE¹/₄ NE¹/₄); THENCE SOUTH 00°47'52" WEST, ALONG THE EAST LINE OF SAID SECTION AND THE CENTERLINE OF OLSEN ROAD, 540.00 FEET; THENCE SOUTH 89°23'43" WEST, LEAVING SAID EAST LINE AND PARALLEL WITH THE NORTH 1/16 LINE, 333.00 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE NORTH 00°47'52" EAST, 333.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION, 540.00 FEET TO A POINT ON THE NORTH 1/16 LINE AND MARKED WITH A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 89°23'43" EAST ALONG SAID NORTH 1/16 LINE, 333.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO INCLUDED: A PART OF THE WEST 1/2 SOUTHEAST 1/4 SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS

EXHIBIT 'A'

FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8; THENCE SOUTH 89°25'50" WEST 1329.84 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 SOUTHEAST 1/4; THENCE NORTH 00°44'23" WEST 237.78 FEET ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SOUTHEAST 1/4 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE NORTH 23°23'03" WEST 2060.62 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 01°48'10" WEST 513.89 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 SOUTHEAST 1/4; THENCE NORTH 89°24'06" EAST 802.90 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 SOUTHEAST 1/4; THENCE SOUTH 00°44'23" EAST 2413.60 FEET ALONG THE EAST LINE OF THE WEST 1/2 SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, MARKED BY A 2 INCH ALUMINUM CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION INST. NO. 20321486 AND 90008687; THENCE NORTH 01°04'04" EAST, ALONG THE WEST LINE OF SAID SECTION 4, (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 1321.58 FEET TO THE SOUTH 1/16 CORNER ON THE WEST LINE OF SAID SECTION 4; THENCE SOUTH 89°40'53" EAST, ALONG THE SOUTH 1/16 LINE OF SAID SECTION 4, A DISTANCE OF 1413.59 FEET TO A POINT ON THE CENTERLINE OF A CANAL, BEING A POINT OF NON-TANGENT CURVATURE OF A 200.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 72°20'21" EAST; THENCE ALONG THE CENTERLINE OF SAID CANAL FOR THE NEXT NINE (9) COURSES:

- (1) FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 19.52 FEET, THROUGH A CENTRAL ANGLE OF 05°35'30" (THE CHORD OF SAID CURVE BEARS NORTH 20°27'24" EAST A DISTANCE OF 19.51 FEET), TO A POINT OF TANGENCY;**
- (2) NORTH 23°15'09" EAST A DISTANCE OF 251.79 FEET TO A POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 66°44'51" WEST;**
- (3) FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 113.15 FEET, THROUGH A CENTRAL ANGLE OF 21°36'36" (THE CHORD OF SAID CURVE BEARS NORTH 12°26'51" EAST A DISTANCE OF 112.48 FEET), TO A POINT OF TANGENCY;**
- (4) NORTH 01°38'33" EAST A DISTANCE OF 198.91 FEET TO A POINT OF CURVATURE OF A**

EXHIBIT 'A'

500.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 88°21'27" EAST;
(5) FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 138.23 FEET, THROUGH A CENTRAL ANGLE OF 15°50'24" (THE CHORD OF SAID CURVE BEARS NORTH 09°33'45" EAST A DISTANCE OF 137.79 FEET), TO A POINT OF TANGENCY;
(6) NORTH 17°28'57" EAST A DISTANCE OF 158.56 FEET TO A POINT OF CURVATURE OF A 143.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 72°31'03" WEST;
(7) FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 102.26 FEET, THROUGH A CENTRAL ANGLE OF 40°58'23" (THE CHORD OF SAID CURVE BEARS NORTH 03°00'15" WEST A DISTANCE OF 100.10 FEET), TO A POINT OF TANGENCY;
(8) NORTH 23°29'27" WEST A DISTANCE OF 244.64 FEET TO A POINT OF CURVATURE OF A 100.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 66°30'33" EAST;
(9) FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 101.87 FEET, THROUGH A CENTRAL ANGLE OF 58°21'56" (THE CHORD OF SAID CURVE BEARS NORTH 05°41'31" EAST A DISTANCE OF 97.52 FEET), TO A POINT OF NON TANGENCY;

THENCE NORTH 75°36'52" EAST A DISTANCE OF 51.22 FEET TO A FENCE CORNER;
THENCE ALONG AN EXISTING FENCELINE FOR THE NEXT NINE (9) COURSES:

(1) NORTH 51°49'43" EAST A DISTANCE OF 24.64 FEET;
(2) NORTH 84°28'49" EAST A DISTANCE OF 286.93 FEET;
(3) SOUTH 68°44'56" EAST A DISTANCE OF 109.99 FEET;
(4) SOUTH 25°36'12" EAST A DISTANCE OF 135.48 FEET;
(5) SOUTH 51°28'06" EAST A DISTANCE OF 51.80 FEET;
(6) SOUTH 73°28'59" EAST A DISTANCE OF 423.08 FEET;
(7) NORTH 89°59'16" EAST A DISTANCE OF 236.98 FEET;
(8) SOUTH 55°34'15" EAST A DISTANCE OF 778.07 FEET;
(9) SOUTH 18°33'03" EAST A DISTANCE OF 142.45 FEET, TO A FOUND 1/2 INCH REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 843, SEE RECORD OF SURVEY INST. NO. 20606144, ALSO BEING A POINT ON THE NORTHERLY BOUNDARY LINE OF WARRANTY DEED INST. NO. 20604170;

THENCE ALONG THE BOUNDARY LINE OF SAID RECORD OF SURVEY INST. NO. 20606144 AND WARRANTY DEED INST. NO. 20604170 FOR THE NEXT FOUR (4) COURSES:

(1) SOUTH 76°37'06" WEST A DISTANCE OF 404.84 FEET TO A FOUND 1/2 INCH REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 843;
(2) SOUTH 44°12'15" WEST A DISTANCE OF 56.11 FEET TO A FOUND 1/2 INCH REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 843;
(3) SOUTH 21°04'25" WEST A DISTANCE OF 328.99 FEET TO A FOUND 1/2 INCH REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 843;
(4) SOUTH 00°18'50" WEST A DISTANCE OF 1324.07 FEET TO THE SOUTH LINE OF SAID SECTION 4;

EXHIBIT 'A'

THENCE NORTH 89°37'44" WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 223.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 4 MARKED WITH A 2 INCH ALUMINUM CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION INST. NO. 20602261; THENCE NORTH 89°37'44" WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 2655.52 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING: A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, MARKED BY A 2 INCH ALUMINUM CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION INST. NO. 95018924; THENCE SOUTH 89°37'04" EAST, ALONG THE NORTH LINE OF SAID SECTION 4, (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF IDAHO PLANE COORDINATE SYSTEM), A DISTANCE OF 2655.75 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 4 MARKED BY A 2 INCH ALUMINUM CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION; THENCE SOUTH 01°04'37" WEST, ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 4, A DISTANCE OF 1505.19 FEET; THENCE SOUTH 68°34'10" WEST A DISTANCE OF 1996.41 FEET; THENCE NORTH 70°06'38" WEST A DISTANCE OF 857.14 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 4; THENCE NORTH 01°04'51" EAST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1960.82 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4), OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 37 EAST, B.M., BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 4 MARKED BY A 2 INCH ALUMINUM CAP AS DESCRIBED IN CORNER PERPETUATION INST. NO. 95018924; THENCE SOUTH 89°37'04" EAST, ALONG THE NORTH LINE OF SAID SECTION 4, (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 769.57 FEET TO A POINT OF NON-TANGENCY OF A 1093.62 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 19°47'04" EAST; THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 852.53 FEET, THROUGH A CENTRAL ANGLE OF 44°39'52" (THE CHORD OF SAID CURVE BEARS SOUTH 47°53'00" WEST A DISTANCE OF 831.10 FEET) TO A POINT OF NON-TANGENCY; THENCE NORTH 89°37'04" WEST A DISTANCE OF 163.65 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 4; THENCE NORTH 01°04'51" EAST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 561.52 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4), OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 37 EAST, B.M., BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

EXHIBIT 'A'

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4 MARKED BY A 2 INCH ALUMINUM CAP AS DESCRIBED IN CORNER PERPETUATION INST. NO. 20321486; THENCE NORTH 01°04'04" EAST, ALONG THE WEST LINE OF SAID SECTION 4, (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF THE IDAHO STATE PLANCE COORDINATE SYSTEM), A DISTANCE OF 373.49 FEET; THENCE SOUTH 89°37'44" EAST A DISTANCE OF 150.01 FEET; THENCE SOUTH 01°04'04" WEST A DISTANCE OF 373.50 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4; THENCE NORTH 89°37'44" WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

Exhibit "A"

PARCEL 4:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 OF NW 1/4) OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO;

A STRIP OF LAND BEING THE NORTH 5 AND 1/2 FEET OF LOTS 1, 2, 3, AND 4, OF THE HORSE ACRES SUBDIVISION, RECORDED AS INSTRUMENT NO. 20206276.

PARCEL 5:

TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 20: E1/2 NE1/4

PARCEL 6:

TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 21: NW1/4 NW1/4, EXCEPTING THEREFROM THAT PARCEL OF LAND DEEDED TO THE STATE OF IDAHO ON FEBRUARY 23, 1944 AS INSTRUMENT 230310 (BK 89, PG 356) FOR A PUBLIC HIGHWAY AND ALSO EXCEPTING THEREFROM ALL THAT PARCEL OF LAND LYING WITHIN THE BOUNDS OF THE UNION PACIFIC RAILROAD RIGHT OF WAY.

Exhibit "A"

PARCEL 7:

TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 8: SE $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, MARKED BY A 2 INCH ALUMINUM CAP STAMPED (LS 4735 1989) ATTACHED TO A 5/8 INCH REBAR AS DESCRIBED IN CORNER PERPETUATION INST. NO. 90008693; THENCE SOUTH 89°33'41" WEST, ALONG THE SOUTH LINE OF SAID SECTION 8, (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 393.50 FEET; THENCE NORTH 00°26'19" WEST A DISTANCE OF 119.17 FEET TO A POINT OF NON-TANGENCY OF A 650.44 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 30°13'30" WEST; THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 57°21'20" WITH AN ARC LENGTH OF 651.12 FEET, (THE CHORD OF SAID CURVE BEARS NORTH 31°05'49" EAST A DISTANCE OF 624.27 FEET); THENCE NORTH 88°51'49" EAST A DISTANCE OF 59.05 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 01°08'11" EAST, ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 652.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

THE EAST $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, LYING EAST OF THE OREGON SHORT LINE RAILROAD RIGHT OF WAY

Exhibit "A"

WATER RIGHTS:

INCLUDING BUT NOT LIMITED TO THE FOLLOWING WATER RIGHTS INCLUDING SUBSTITUTIONS, REPLACEMENTS, ADDITIONS AND ACCESSORIES THERETO, NOW OWNED OR HEREAFTER ACQUIRED AND PROCEEDS THEREOF:

120 SHARES OF PORTNEUF-MARSH VALLEY CANAL CO. CERTIFICATE NUMBER 76D06

60 SHARES OF PORTNEUF-MARSH VALLEY CANAL CO. CERTIFICATE NUMBER 78D07

100 SHARES OF PORTNEUF-MARSH VALLEY CANAL CO. CERTIFICATE NUMBER 105H10

60 SHARES OF PORTNEUF-MARSH VALLEY CANAL CO. (CERTIFICATE TO BE ISSUED FROM VERE DANIELS TRANSFER)

141.5 SHARES OF PORTNEUF-MARSH VALLEY CANAL CO. (CERTIFICATE TO BE ISSUED FROM THOMPSON FAMILY INVESTMENTS LLC TRANSFER)

WATER RIGHT DECREE NUMBER 29-13825 FOR 1.86CFS WITH IDAHO DEPARTMENT OF WATER RESOURCES

IRRIGATION EQUIPMENT:

INCLUDING BUT NOT LIMITED TO THE FOLLOWING IRRIGATION EQUIPMENT INCLUDING SUBSTITUTIONS, REPLACEMENTS, ADDITIONS AND ACCESSORIES THERETO, NOW OWNED OR HEREAFTER ACQUIRED AND PROCEEDS THEREOF:

**40 hp US motor and Johnston turbine pump.
30 hp Baldor motor and Berkeley centrifugal pump.
40 hp Baldor motor and centrifugal pump.
50 hp US motor and Flo-Way turbine pump.
50 hp GE motor and Johnston turbine pump.
2- (two) 4 tower Zimmatic pivots
2- (two) 4 tower Reinke pivots
1- (one) 4 tower Valley pivot
2- (two) 9 tower Pringle pivots
8- (eight) hand lines each 1,320' long
3- (three) wheel lines each 1,320' long
15,000' of 4"- 8" pvc mainline**