

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESRECEIVED  
MAR 14 2012  
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): 45-10712 \_\_\_\_\_  
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)  
Suzette Frazier \_\_\_\_\_
5. Expiration Date of Notification Period March 15, 2037 \_\_\_\_\_
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) Andrea Hopland \_\_\_\_\_  
\_\_\_\_\_

**For Office Use Only**

|              |            |      |                  |                  |                               |
|--------------|------------|------|------------------|------------------|-------------------------------|
| Received by  | <u>SBA</u> | Date | <u>3-14-2012</u> | Fee              | <u>\$25 -</u>                 |
| Receipted by | <u>SBA</u> | Date | <u>3-14-2012</u> | Receipt No.      | <u>0094852</u>                |
| Processed by | <u>DML</u> | AJ   | Date             | <u>4-20-2012</u> | WR <u>45-10712</u> Date _____ |

**RECORDATION REQUESTED BY:**

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

Certified to be a true and exact  
copy of the original document  
Land Title & Escrow, Inc.  
By [Signature]

**CASSIA COUNTY**

Recorded for:

LAND TITLE AND ESCROW  
4:13:32 pm 02-29-2012  
**2012-000873**

No. Pages: 7

Fee: \$28.00

JOSEPH W. LARSEN

County Clerk

Deputy: VIKI

**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:**

Suzette Frazier  
Don Frazier  
P.O. Box 641  
Burley, ID 83318

49053

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST**

THIS DEED OF TRUST is dated February 29, 2012, among Suzette Frazier; a married woman as her sole and separate property, securing the loan ("Grantor"); D. L. Evans Bank, whose address is South Burley Branch, P.O. Box 1188, 2281 Overland Ave., Burley, ID 83318 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Land Title and Escrow, Inc., whose address is P.O. Box 177, Burley, ID 83318 (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 Cassia County, State of Idaho:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 29: THAT PART OF THE N1/2SW1/4 MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 29;

THENCE NORTH 89°55' WEST ALONG THE EAST- WEST MIDSECTION LINE OF SAID SECTION 29, A  
DISTANCE OF 93.0 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 30;

THENCE SOUTH 44°23' WEST ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.  
30, A DISTANCE OF 1220.2 FEET;

THENCE SOUTH 89°55' EAST, A DISTANCE OF 940.5 FEET TO A POINT ON THE NORTH- SOUTH  
MIDSECTION LINE OF SAID SECTION 29;

THENCE NORTH 0°24' EAST ALONG THE NORTH- SOUTH MIDSECTION LINE OF SAID SECTION 29, A  
DISTANCE OF 875.0 FEET TO THE POINT OF BEGINNING.

EXCEPT A RIGHT OF WAY FOR ROAD PURPOSE AND UTILITIES OVER THE EAST 25 FEET OF THE ABOVE  
DESCRIBED PROPERTY.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER  
RESOURCES WATER RIGHT NO. 45-10712 WITH A CLAIMED PRIORITY OF JUNE 26, 1963 TO 0.040 CFS OF  
GROUNDWATER OF THE WATERS OF CASSIA COUNTY, TOGETHER WITH ANY AND ALL OTHER WATER  
RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

DON FRAZIER, SPOUSE OF SUZETTE FRAZIER, SHALL HAVE NO PERSONAL LIABILITY TO OBLIGATIONS  
HEREIN OR SECURED HEREBY, AND EXECUTES THIS INSTRUMENT ONLY TO SUBORDINATE ANY INTEREST  
SHE MAY ACQUIRE, INCLUDING WITHOUT RESERVATION HER HOMESTEAD RIGHTS TO THIS DEED OF  
TRUST.

DON FRAZIER EXECUTES THIS INSTRUMENT TO COMPLY WITH CHAPTER 10, TITLE 55, IDAHO CODE,  
RELATING TO HOMESTEADS.

The Real Property or its address is commonly known as 557 West Highway 30, Burley, ID 83318.

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:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

S.F.  
INITIAL.