

RECEIVED
MAR 29 2012
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s). 43-10109, 43-10110, 43-10111

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) Amador Maldonado, Adrian Maldonado, Gasper Maoldonado

5. Expiration Date of Notification Period October 25, 2031

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

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

Andrea Hopland
Loan Processor III

For Office Use Only

Received by SRF Date 3-29-2012 Fee \$75-
Receipted by SRF Date 3-29-2012 Receipt No. C094758
Processed by Wag AJ Date 4-3-2012 WR ✓ Date _____

SUPPORT DATA

IN FILE # 43-10109

RECORDATION REQUESTED BY:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

SEND TAX NOTICES TO:

Amador Maldonado, Adrian Maldonado and Gaspar G.
Maldonado
2297 South 2450 East
Malta, ID 83342

CASSIA COUNTY

Recorded for:

LAND TITLE AND ESCROW
4:00:40 pm 03-19-2012
2012-001170

No. Pages: 3

Fee: \$17.00

JOSEPH W. LARSEN

County Clerk

Deputy: VIKI

#41908.1

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2011, is made and executed between Amador Maldonado, a married man dealing with his sole and separate property; Adrian Maldonado; a married man dealing with his sole and separate property and Gaspar G. Maldonado; a married man dealing with his sole and separate property (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 517, Corner of Market & Main, Albion, ID 83311 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 31, 2006 (the "Mortgage") which has been recorded in Cassia County, State of Idaho, as follows:

recorded December 29, 2006 as Instrument No. 312966 and Modified April 17, 2007, recorded April 27, 2007 as Instrument No. 315527.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cassia County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 43-10109 WITH A CLAIMED PRIORITY OF JANUARY 10, 1918 TO 1.2 CFS OF THE WATERS OF SPRINGS, A TRIBUTARY OF SINKS, AND WATER RIGHT NO. 43-10110 WITH A CLAIMED PRIORITY OF JANUARY 10, 1918 TO 0.04 CFS OF THE WATERS OF SPRINGS WITH A TRIBUTARY OF SINKS, AND WATER RIGHT NO. 43-10111 TO 0.04 CFS OF THE WATERS OF SPRINGS A TRIBUTARY OF SINKS, TOGETHER WITH ANY AND ALL WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO ABOVE DESCRIBED PREMISES.

The Real Property or its address is commonly known as See Legal Description, Malta, ID 83342.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Removing Maturity Date from Said Deed of Trust.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 2011.

GRANTOR:

x Amador Maldonado
Amador Maldonado

x Adrian Maldonado
Adrian Maldonado

x Gaspar G Maldonado
Gaspar G. Maldonado
6 a

LENDER:

D. L. EVANS BANK