

JUL 08 2011

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

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

1. Water Right No(s): 43-2562C, 43-13100, 43-13098, 43-4000B, 43-4000A, 43-2546, 43-2527, 43-2331B, 43-2324B,
43-2324A, 43-2295G, 43-2295E,

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

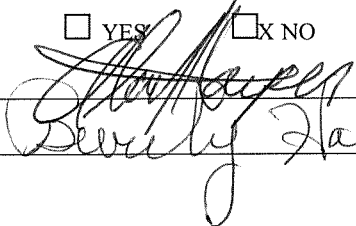
4. Name of Water Right Owner/Claimant(s)

Alan J. Harper and Beverly K. Harper

5. Expiration Date of Notification Period March 1, 2021

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

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


Beverly K. Harper

For Office Use Only

Received by SBT

Date 7/8/2011

Fee 300-

Received by SBT

Date 7/8/2011

Receipt No. C093536

Processed by AJ

Date _____

WR _____

Date _____

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:

Alan J. Harper
Beverly K. Harper
2436 East 1850 South
Malta, ID 83342

CASSIA COUNTY

RECORDED FOR:

LAND TITLE AND ESCROW
4:19:44 pm 03-07-2011
2011-001006

NO. PAGES: 11

FEE: \$40.00

JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: VIKI

COPY

48249

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated March 3, 2011, is made and executed between Alan J. Harper and Beverly K. Harper ; husband and wife (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").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cassia County, State of Idaho:

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

TOGETHER WITH WAHER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO.43-2562C WITH A CLAIMED PRIORITY OF APRIL 6, 1963 TO 1.58 CFS OF IRRIGATION WATER AND WATER RIGHT NO. 43-13100 WITH A CLAIMED PRIORITY OF AUGUST 1, 1956 TO 2.89 CFS OF IRRIGATION WATER AND WATER RIGHT NO. 43-13098 WITH A CLAIMED PRIORITY OF MARCH 5, 1945 TO 0.97 CFS OF IRRIGATION WATER AND WATER RIGHT NO. 43-4000B WITH A CLAIMED PRIORITY OF JUNE 1, 1958 TO 2.2 CFS OF IRRIGATION WATER AND WATER RIGHT NO. 43-4000A WITH A CLAIMED PRIORITY OF APRIL 1, 1948 TO 1.6 CFS OF IRRIGATION WATER AND WATER RIGHT NO.43-2546 WITH A CLAIMED PRIORITY OF APRIL 17, 1962 TO 1.63 CFS OF IRRIGATION WATER AND WATER RIGHT NO. 43-2527 WITH A CLAIMED PRIORITY OF JUNE 6, 1961 TO 1.56 CFS OF IRRIGATION WATER AND 0.04 CFS OF STOCK WATER AND WATER RIGHT NO. 43-2331B WITH A CLAIMED PRIORITY OF DECEMBER 29, 1948 TO 0.28 CFS OF IRRIGATION WATER AND WATER RIGHT NO. 43-2324B WITH A CLAIMED PRIORITY OF MARCH 31, 1950 TO 0.77 CFS OF IRRIGATION WATER AND 0.04 CFS OF DOMESTIC WATER AND WATER RIGHT NO. 43-2324A WITH A CLAIMED PRIORITY OF SEPTEMBER 30, 1948 TO 0.6 CFS OF IRRIGATION WATER AND 0.04 CFS OF DOMESTIC WATER AND WATER RIGHT NO. 43-2295G WITH A CLAIMED PRIORITY OF MARCH 5, 1945 TO 0.83 CFS OF IRRIGATION WATER AND WATER RIGHT NO. 43-2295E WITH A CLAIMED PRIORITY OF MARCH 5, 1945 TO 1.736 CFS OF IRRIGATION WATER. TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

The Real Property or its address is commonly known as 2436 East 1850 South , Malta , ID 83342.

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.

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.

MAR 17 2011