

DE

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

RECEIVED
JAN 26 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

We, Donald E. Taber and Beverly A. Taber, hereby assign to Donald E. Taber and Beverly A. Taber
of 312 East 20 North, Shoshone, ID 83352
Address City State Zip

and

Northwest Farm Credit Services, FLCA
of PO Box 5059 Twin Falls, ID 83303
Address City State Zip

X All my right, title, and interest in and to Permit No. 37-8401 to appropriate the public waters of the State of Idaho.

The following described portion of my right, title, and interest in and to Permit No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within each 40 acre subdivision, the point of diversion and the amount of water in cubic feet per second for direct diversion, or acre feet for storage).

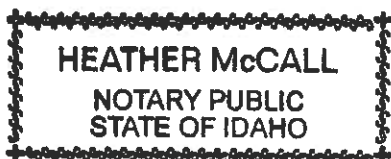
Made this 18 day of Jan., 2011.

Donald E. Taber
Permit Holder
Beverly A. Taber
Spouse of Permit Holder

STATE OF IDAHO)
County of Lincoln)ss.

On this 18th day of January, 2011, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

SEAL



Heather McCall
Notary Public
Residing at Filer
My commission expires 10/11/2013

After Recording Return to:
Farm Credit Services - Twin Falls
815 North College Road
PO Box 5059
Twin Falls, ID 83301.

GL-10 968

15 88 68 88	STATE OF IDAHO
	COUNTY OF LINCOLN
	Recorded at the request of <u>Lincoln Farm Credit</u>
	JAN 18 2011
	at <u>44</u> minutes past <u>3</u> PM
	recorded by <u>Christina</u>
	Fee: <u>52</u> - Return to: <u>Lincoln</u>

COPY

Customer/Note No: 071195-441-999-99
041537-442-999-99
041537-443-999-99

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On January 18, 2011, Taber Family, LLC, a Limited Liability Company and Donald F. Taber, same person as Don Taber and Donald R. Taber and Beverly A. Taber, same person as Bev Taber, Beverly Taber and Beverly M. Taber, a married couple, hereinafter called Mortgagors, whose address is

495 East 20 North
Shoshone, ID 83352

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Lincoln County(ies), State of Idaho, more particularly described as follows:

TRACT I

Parcel No. 1:

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 19: NW¼NE¼

Parcel No. 2:

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 18: SE¼ and Lot 12

EXCEPTING that portion deeded to the State of Idaho by and through the Idaho Board of Highway Directors as set forth in Warranty Deed dated October 7, 1970, recorded October 28, 1970 as Instrument Number 123896, Lincoln County records.

Mortgage (071195-441-999-99)

TRACT II

Parcel No. 1:

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 3: Lots 3, 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$;

Section 4: Lots 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$;

TOWNSHIP 5 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 28: That part of the S $\frac{1}{2}$ SE $\frac{1}{4}$ described as follows:

Beginning at a point on the North line of Section 33, Township 5 South, Range 18, East Boise Meridian, 32.75 rods West of the Northeast corner;
Thence in a direction a little East of North 23 rods to a stone set in ground near the bank of Little Wood River marked H;
Thence in a Westerly and Southerly direction following the line of the river to a point where said river intersects the North line of Section 33;
Thence East along said North line 40 rods more or less to THE PLACE OF BEGINNING.

Section 32: NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 33: NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$;

EXCEPT a strip of land 80 feet wide for Highway purposes as set forth in Deed to State of Idaho, across N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 33 and part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28, Township 5 South, Range 18, East Boise Meridian, recorded January 9, 1936 in Book 37 Deeds Page 523.

AND EXCEPT that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 5 South, Range 18 East Boise Meridian, lying South of Little Wood River, and that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 33, lying South and Southwesterly of Little Wood River and of the Dry Creek which joins said Little Wood River approximately in the center of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section as described in Deed by Western Lands, Inc., a corporation, to The Village of Shoshone, Lincoln County, Idaho, dated June 3, 1935 and recorded July 6, 1937 in Book 38 Deeds Page 90, Lincoln County records.

ALSO EXCEPT a parcel of land located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the South One Quarter corner of said Section 33, from which the North One Quarter corner of said Section 33 bears North 00°12'34" West, 5340.32 feet;
Thence North 00°12'34" West along the West boundary of the E $\frac{1}{2}$ of said Section 33 for a distance of 4403.17 feet;
Thence South 89°47'26" East for a distance of 777.15 feet to THE TRUE POINT OF BEGINNING;
Thence North 46°26'28" East for a distance of 411.85 feet;
Thence South 66°59'37" East for a distance of 35.61 feet;
Thence South 42°38'20" East for a distance of 391.15 feet to a point on the Northwestern right of way boundary of Highway U.S. 93;
Thence South 39°31'37" West along the Northwestern right of way boundary of Highway U.S. 93 for a distance of 54.04 feet;
Thence North 42°42'20" West for a distance of 322.12 feet;
Thence South 45°23'12" West for a distance of 371.25 feet;

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Thence North 43°24'36" West for a distance of 115.03 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO a 50.0 foot wide farm access road easement on, over and across a 50.0 foot wide strip of land that is centered on the following described line:

Commencing at a point on the most Westerly boundary of the before described parcel that is located North 46°26'28" East, 397.43 feet from the most Southwesterly corner of the before described parcel and being THE TRUE POINT OF BEGINNING;

Thence South 42°48'44" East for a distance of 427.32 feet to a point on the Northwestern right of way boundary of Highway U.S. 93 and the Terminus point of said easement, the sideline boundaries of said easement shall be lengthened and/or shortened as necessary to intersect the highway right of way boundary and the Northwestern boundary of the before described parcel.

ALSO EXCEPTING THEREFROM the NE¼SW¼NW¼NE¼ of said Section 33.

ALSO EXCEPTING THEREFROM a parcel of land located in the NE¼, described as follows:

Commencing at the North One Quarter (N¼) corner of said Section 33, from which the Northeast corner of said Section 33 bears South 89°25'26" East -2672.67 feet;

Thence South 89°25'26" East along the North boundary of the NE¼ of said Section 33 for a distance of 481.48 feet to the TRUE POINT OF BEGINNING

Thence continuing South 89°25'26" East along the North boundary of the NE¼ of said Section 33 for a distance of 510.87 feet;

Thence South 30°10'00" East for a distance of 243.25 feet;

Thence South 25°48'45" West for a distance of 153.77 feet;

Thence South 43°36'19" East for a distance of 178.07 feet;

Thence South 23°10'19" East for a distance of 49.35 feet;

Thence South 11°44'04" West for a distance of 44.42 feet;

Thence South 39°02'26" West for a distance of 120.38 feet;

Thence South 42°38'12" East for a distance of 391.09 feet to a point on the Northwestern right-of-way boundary of highway U.S. 93;

Thence South 39°29'45" West along the Northwestern right-of-way boundary of highway U.S. 93 for a distance of 54.03 feet;

Thence North 42°42'20" West for a distance of 322.12 feet;

Thence South 45°23'12" West for a distance of 371.24 feet;

Thence North 43°35'25" West for a distance of 78.89 feet;

Thence South 45°23'51" West for a distance of 159.11 feet;

Thence North 87°48'20" West for a distance of 25.66 feet;

Thence North 39°22'54" West for a distance of 178.22 feet;

Thence North 02°11'26" East for a distance of 401.67 feet;

Thence North 08°33'45" West for a distance of 539.09 feet to the TRUE POINT OF BEGINNING.

Section 34: W½NW¼;

Parcel No. 2:

TOWNSHIP 5 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 32: A parcel of land located in the SE¼SE¼ of said Section, more particularly described as follows:

Commencing at the Southeast corner of said Section 32;

Thence North 00°11'44" East along the East boundary of the SE¼SE¼ of Section 32 for a distance of 750.95 feet to a point on the Northerly right of way boundary of Highway U.S. 93 and being THE TRUE POINT OF BEGINNING;
 Thence South 57°56'13" West along the Northerly right of way boundary of Highway U.S. 93 for a distance of 674.36 feet to the point of curve of a curve right;
 Thence Southwesterly along the Northerly right of way boundary of Highway U.S. 93 on the arc of the curve right for a distance of 783.47 feet, said arc having a radius of 2251.83 feet and a long chord bearing and distance of South 67°54'15" West, 779.52 feet;
 Thence North 00°10'09" West for a distance of 1243.39 feet to a point on the North boundary of the SE¼SE¼ of Section 32;
 Thence South 89°46'45" East along the North boundary of the SE¼SE¼ of Section 32 for a distance of 1299.45 feet to the Northeast corner of the SE¼SE¼ of Section 32;
 Thence South 00°11'44" West along the East boundary of the SE¼SE¼ of Section 32 for a distance of 587.17 feet to THE TRUE POINT OF BEGINNING.

TOWNSHIP 5 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 34: A parcel of land located in the S½SE¼ more particularly described as follows:

Commencing at the Southeast corner of said Section 34 from which the South one quarter (S¼) corner of said Section 34 bears North 89°55'18" West 2659.55 feet, said Southeast corner of Section 34 being the TRUE POINT OF BEGINNING;
 Thence North 89°55'18" West along the South boundary of the Southeast quarter of Section 34 for a distance of 2387.55 feet;
 Thence North 00°06'24" West parallel with the West boundary of the Southeast quarter of Section 34 for a distance of 800.00 feet;
 Thence North 89°55'18" West parallel with the South boundary of the Southeast quarter of Section 34 for a distance of 272.00 feet to a point on the West boundary of the Southeast quarter of Section 34;
 Thence North 00°06'24" West along the West boundary of the Southeast quarter of Section 34 for a distance of 539.84 feet to the Northwest corner of Section 34;
 Thence South 89°53'45" East along the North boundary of the S½SE¼ of Section 34 for a distance of 2656.20 feet to the Northeast corner of the S½SE¼ of Section 34;
 Thence South 00°15'00" East along the East boundary of the SE¼ of Section 34 for a distance of 1338.66 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide County road easement along the East and South boundaries of the before described parcel.

Parcel No. 4:

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 3: Lots 1 and 2;

TRACT III:

Parcel No. 1:

TOWNSHIP 5 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 32: SW¼NE¼; NW¼SE¼; S½SE¼;

AND that part of the SE¼NW¼ and that part of the E½SW¼, described as follows:

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Commencing at the South one-quarter corner of Section 32;
Thence West 836 feet;
Thence North 1955 feet;
Thence North 32°5' East, 1464 feet;
Thence South 3195 feet to THE PLACE OF BEGINNING.

EXCEPTING THEREFROM that part of the above described property lying South of U.S. Highway #93.

AND EXCEPTING THEREFROM that part of the SE¼SE¼, described as follows:

Commencing at the Southeast corner of said Section 32;
Thence North 00°11'44" East along the East boundary of the SE¼SE¼ of Section 32 for a distance of 750.95 feet to a point on the Northerly right of way boundary of Highway U.S. 93 and being the TRUE POINT OF BEGINNING;
Thence South 57°56'13" West along the Northerly right of way boundary of Highway U.S. 93 for a distance of 674.36 feet to the point of curve of a curve right;
Thence Southwesterly along the Northerly right of way boundary of Highway U.S. 93 on the arc of the curve right for a distance of 783.47 feet, said arc having a radius of 2251.83 feet and a long chord bearing and distance of South 67°54'15" West, 179.52 feet;
Thence North 00°10'09" West for a distance of 1243.39 feet to a point on the North boundary of the SE¼SE¼ of Section 32;
Thence South 89°46'45" East along the North boundary of the SE¼SE¼ of Section 32 for a distance of 1299.45 feet to the Northeast corner of the SE¼SE¼ of Section 32;
Thence South 00°11'44" West along the East boundary of the SE¼SE¼ of Section 32 for a distance of 587.17 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM that part of the SW¼SE¼, described as follows:

Commencing at the South One Quarter corner of said Section 32, from which the Southeast corner of said Section 32 bears South 89°41'55" East, 2642.37 feet;
Thence North 00°05'18" West along the West boundary of the SE¼ of said Section 32 for a distance of 40.00 feet to a point on the Northerly Right of way boundary of Highway U.S. 93;
Thence South 89°41'55" East along the Northerly Right of Way boundary of Highway U.S. 93 for a distance of 230.31 feet to the TRUE POINT OF BEGINNING.
Thence North 00°18'05" East for a distance of 306.00 feet;
Thence South 84°55'02" East for a distance of 144.31 feet;
Thence North 78°30'27" East for a distance of 98.83 feet;
Thence South 83°53'49" East for a distance of 159.59 feet;
Thence North 85°39'12" East for a distance of 671.09 feet;
Thence South 00°10'09" East for a distance of 310.01 feet to a point on the Northerly Right of Way boundary of Highway U.S. 93, said point being on the arc of a curve right;
Thence Southwesterly along the Northerly Right of Way boundary of Highway U.S. 93 and on the arc of the curve right for a distance of 438.09 feet to the point of tangent, said arc having a radius of 2251.83 feet and a long chord bearing and distance of South 84°44'08" West, 437.40 feet.
Thence North 89°41'55" West along the Northerly Right of Way boundary of Highway U.S. 93 for a distance of 635.42 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM that part of the SE¼SW¼, described as follows:

Commencing at the South One Quarter (S¼) corner of said Section 32, from which the Southwest corner of said Section 32 bears North 89°39'30" West - 2677.96 feet;

Thence North 89°39'30" West along the South boundary of the SW¼ of said Section 32 for a distance of 836.00 feet;
 Thence North 00°15'18" West parallel with the North-South center of Section line for a distance of 40.00 feet to a point on the North right-of-way boundary of Highway U.S. 93 and being the TRUE POINT OF BEGINNING;
 Thence continuing North 00°05'18" West parallel with the North-South center of section line for a distance of 1788.17 feet;
 Thence North 89°54'42" East for a distance of 15.19 feet to a point on an existing fence line;
 Thence South 00°28'16" West along the existing fence line for a distance of 769.14 feet;
 Thence South 00°20'36" West along the existing fence line for a distance of 1019.10 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM that part of the S½, described as follows:

Commencing at the Southwest corner of said Section 32, from which the South ¼ corner of said Section 32 lies South 89°39'30" East - 2677.96 feet;
 Thence South 89°39'30" East along the South boundary of the SW¼ of Section 32 for a distance of 1841.66 feet;
 Thence North 00°20'36" East for a distance of 40.00 feet to a point on the Northerly Right-of-Way boundary of U.S. Highway 26/93, said point being the TRUE POINT OF BEGINNING;
 Thence continuing North 00°20'36" East for a distance of 1019.10 feet;
 Thence South 89°41'56" East for distance of 20.00 feet to the P.C. of a curve left;
 Thence Southeasterly along the arc of the curve left for a distance of 1182.95 feet, said curve having a radius of 1123.30 feet and a chord bearing and distance of South 49°30'00" East - 1129.04 feet;
 Thence South 00°05'18" East parallel with the West boundary of the SE¼ of Section 32 for a distance of 290.97 feet to a point on the Northerly Right-of-Way boundary of U.S. Highway 26/93;
 Thence North 89°41'56" West along the Northerly Right-of-Way boundary of U.S. Highway 26/93 for a distance of 48.81 feet;
 Thence North 89°39'30" West along the Northerly Right-of-Way boundary of U.S. Highway 26/93 for a distance of 876.29 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2:

TOWNSHIP 5 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 32: A parcel of land located in the NE¼SE¼, more particularly described as follows;

Commencing at the Southeast corner of said Section 32;
 Thence North 00°11'44" East along the East boundary of the SE¼ of Section 32 for a distance of 1338.12 feet to the Southeast corner of the NE¼SE¼ of Section 32;
 Thence North 89°46'45" West along the South boundary of the NE¼SE¼ of Section 32 for a distance of 1299.45 feet to a point on an existing fence line and being the TRUE POINT OF BEGINNING;
 Thence continuing North 89°46'45" West along the South boundary of the NE¼SE¼ of Section 32 for a distance of 25.06 feet to the Southwest corner of the NE¼SE¼ of Section 32;
 Thence North 00°03'14" East along the West boundary of the NE¼SE¼ of Section 32 for a distance of 1336.27 feet to the Northwest corner of the NE¼SE¼ of Section 32;
 Thence South 89°51'34" East along the North boundary of the NE¼SE¼ of Section 32 for a distance of 25.99 feet to a point on an existing fence line;
 Thence South 00°28'02" West along the existing fence line for a distance of 551.74 feet;
 Thence South 00°10'08" East along the existing fence line for a distance of 784.57 feet to the TRUE POINT OF BEGINNING.

TRACT IV

Parcel No. 1:

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 18: Lots 5, 6, and 7 and that portion of the W½NE¼ lying South of the right-of-way of the Oregon Short Line Railroad Company, EXCEPT that part deeded to the State of Idaho for highway purposes in Warranty Deed dated July 23, 1970, recorded August 21, 1970 as Instrument Number 123741, Lincoln County records.

EXCEPTING THEREFROM

A parcel of land located in the NW¼, being more particularly described as follows:

Commencing at the West One Quarter (W¼) corner of said Section 28, from which the East One Quarter (E¼) corner of said Section 28 bears South 89°40'43" East - 6169.95 feet;

Thence South 89°40'43" East along the East-West center of Section line of said Section 28 for a distance of 2443.99 feet;

Thence North 00°19'17" East for a distance of 17.55 feet to a point on the North right-of-way boundary of State Highway #24, said point being 60.00 feet left of State Highway station 454+59.60 and being the TRUE POINT OF BEGINNING;

Thence North 02°16'43" East for a distance of 205.37 feet;

Thence North 89°54'27" East for a distance of 480.71 feet;

Thence South 00°43'12" West for a distance of 207.92 feet to a point on the North right-of-way boundary of State Highway #24;

Thence North 89°46'26" West along the North right-of-way boundary of State Highway #24 for a distance of 486.27 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2:

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 18: That portion of Lots 1 and 2 lying South of the Railroad tracks which traverse the Lots in an East-West direction.

Parcel No. 3:

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 18: That part of Government Lots 3 and 4, more particularly described as follows:

Beginning at the Northwest corner of Section 18, said corner marked by a 5/8" rebar;

Thence South 00°09'35" West along the West line of Section 18 for a distance of 673.43 feet to a ½" rebar which shall be the TRUE POINT OF BEGINNING;

Thence South 89°53'39" East for a distance of 892.73 feet to a ½" rebar on the East line of Government Lot 3;

Thence South 00°00'07" West along the East line of Government Lots 3 and 4 for a distance of 974.42 feet to a ½" rebar;

Thence North 89°53'39" West for a distance of 895.41 feet to a ½" rebar on the West line of Section 18;

Thence North 00°09'35" East along the West line of Section 18 for a distance of 974.42 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a Country road right of way along the West side

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Parcel No. 4:

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 18: That part of Government Lot 4, more particularly described as follows:

Beginning at the Northwest corner of Section 18, said corner marked by a 5/8" rebar;
Thence South 00°09'35" West along the West line of Section 18 for a distance of 1647.85 feet to a 1/2" rebar which shall be the TRUE POINT OF BEGINNING;
Thence South 89°53'39" East for a distance of 895.41 feet to a 1/2" rebar on the East line of Government Lot 4;
Thence South 00°00'07" West along the East line of Government Lot 4 for a distance of 972.99 feet to a 1/2" rebar on the North right of way of State Highway 24;
Thence North 89°42'27" West along the North right of way of State Highway 24 for a distance of 898.09 feet to a 1/2" rebar on the West line of Section 18;
Thence North 00°09'35" East along the West line of Section 18 for a distance of 970.06 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a County road right of way along the West side.

Parcel No. 5:

TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO.

Section 18: That part of Government Lot 3, more particularly described as follows:

Beginning at the Northwest corner of Section 18, said corner marked by a 5/8" rebar;
Thence South 00°09'35" West along the West line of Section 18 for a distance of 307.72 feet to a 1/2" rebar on the South right of way of the Union Pacific Railroad which shall be the TRUE POINT OF BEGINNING;
Thence South 86°38'06" East along the South right of way of the Union Pacific Railroad for a distance of 893.26 feet to a 1/2" rebar on the East line of Government Lot 3;
Thence South 00°00'07" West along the East line of Government Lot 3 for a distance of 314.93 feet to a 1/2" rebar;
Thence North 89°53'39" West for a distance of 892.73 feet to a 1/2" rebar on the West line of Section 18;
Thence North 00°09'35" East along the West line of Section 18 for a distance of 365.71 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM

A parcel of land located in Government Lot 3, being more particularly described as follows:

Commencing at the Northwest corner of said Section 18 from which the West One Quarter (W¼) corner of said Section 18 bears South 00°09'28" West 2638.51 feet; Thence South 00°09'28" West along the West boundary of Government Lot 3 of said Section 18 for a distance of 461.80 feet to the TRUE POINT OF BEGINNING;
Thence South 73°49'45" East for a distance of 120.25 feet;
Thence South 86°16'46" East for a distance of 56.57 feet;
Thence North 85°22'49" East for a distance of 148.94 feet;
Thence South 07°33'11" West for a distance of 161.53 feet;
Thence North 86°54'36" West for a distance of 112.72 feet;
Thence South 60°15'44" West for a distance of 215.83 feet to a point on the West boundary of Government Lot 3 of said Section 18;

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Thence North 00°09'28" East along the West boundary of Government Lot 3 of said Section 18 for a distance of 286.28 feet to the TRUE POINT OF BEGINNING;

All grain bins, and any replacements thereof, including but not limited to all motors, augers, and electrical panels and appurtenances thereto;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All equipment, machinery, appliances, and tools which are related to or a part of the dairy facility, including but not limited to all property described herein, all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
January 18, 2011	\$1,250,000.00	January 1, 2031
June 27, 2003	\$1,281,000.00	July 1, 2023
March 21, 2005	\$175,000.00	September 1, 2015

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.

Mortgage (071195-441-999-99)

3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.

10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver

appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.

16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.
18. That Mortgagor warrants that Mortgagor's state of formation is the State of Idaho; Mortgagor's state of residence is the State of Idaho, and Mortgagor's exact legal name is as set forth herein.
19. This mortgage is supplemental to the following described mortgage(s):

Mortgage dated June 27, 2003, recorded July 9, 2003, as Instrument No. 175090, in the records of Lincoln County, Idaho;
Mortgage dated March 21, 2005, recorded March 23, 2005, as Instrument No. 178514, in the records of Lincoln County, Idaho;

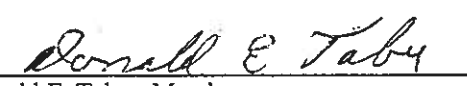
The above-described instruments (Prior Encumbrances) are given to secure the Notes and Loan Documents. Default in payment under any of the above described Notes or Loan Documents or default in performance of any of the terms or covenants of any Loan Document related thereto shall constitute a default under this and under all Prior Encumbrances. Mortgagee may, at its option, declare any and all of such Notes and Loan Documents immediately due and payable. Payoff of any of such Note(s) shall not entitle Mortgagors to a release of this or any Prior Encumbrances, until the entire indebtedness secured by this mortgage is paid in full.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Taber Family, LLC, a Limited Liability Company

By: 

Darren W. Taber, Member

By: 

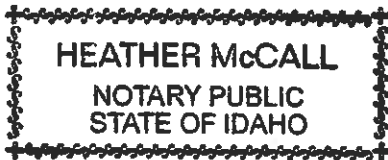
Donald E. Taber, Member

By: Donald C. Taber
Donald C. Taber, Member

Donald E. Taber
Donald E. Taber
Beverly A. Taber
Beverly A. Taber

STATE OF Idaho
County of Lincoln)ss.

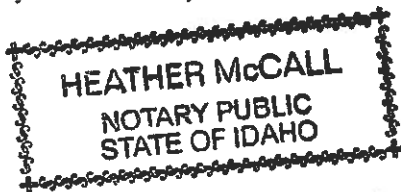
On this 18th day of January, 2011, before me personally appeared Darren W. Taber, known to me to be the Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Taber Family, LLC and in the limited liability company name freely and voluntarily.



Heather McCall
Printed name Heather McCall
Notary Public for the State of Idaho
Residing at FLIP
My commission expires 10/11/2013

STATE OF Idaho
County of Lincoln)ss.

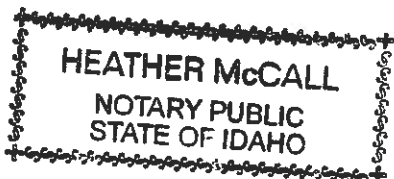
On this 18th day of January, 2011, before me personally appeared Donald E. Taber, known to me to be the Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Taber Family, LLC and in the limited liability company name freely and voluntarily.



Heather McCall
Printed name Heather McCall
Notary Public for the State of Idaho
Residing at FLIP
My commission expires 10/11/2013

STATE OF Idaho
County of Lincoln)ss.

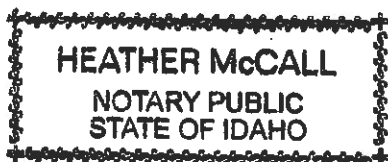
On this 18th day of January, 2011, before me personally appeared Donald C. Taber, known to me to be the Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Taber Family, LLC and in the limited liability company name freely and voluntarily.



Heather McCall
Printed name Heather McCall
Notary Public for the State of Idaho
Residing at Filer
My commission expires 10/1/2013

STATE OF Idaho
County of Lincoln)ss.

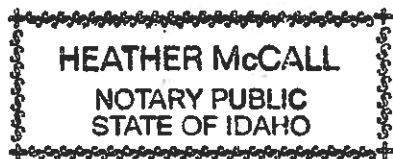
On this 18th day of January, 2011, before me personally appeared Donald E. Taber, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Heather McCall
Printed name Heather McCall
Notary Public for the State of Idaho
Residing at Filer
My commission expires 10/1/2013

STATE OF Idaho
County of Twin Falls)ss.

On this 18th day of January, 2011, before me personally appeared Beverly A. Taber, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Heather McCall
Printed name Heather McCall
Notary Public for the State of Idaho
Residing at Filer
My commission expires 10/1/2013

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority.