

RECEIVED

APR 16 2010

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT 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): 36-15530 and 36-7460X
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
Rabo Agrifinance, Inc.
P.O. Box 411995
St. Louis MO 63141
4. Name of Water Right Owner/Claimant(s) Donald H. German, Theresa A. German
5. Expiration Date of Notification Period January 1, 2014
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Shirley L. Dobbs
(and title if applicable) Shirley L. Dobbs, Vice President

For Office Use OnlyReceived by SR7
Received by SR7
Processed by _____ AJDate 4-16-2010
Date 4-16-2010
Date _____Fee \$50 -
Receipt No. 090540
WR _____ Date _____

SUPPORT DATA

IN FILE # 36-7460X

MORTGAGE

This Mortgage made this 21 day of Aug, 1998, between Don German and Theresa Ann German, husband and wife, (herein called the Mortgagor"), and Norwest Agricultural Credit, Inc. (herein called "Mortgagee").

WITNESS, THAT, in consideration of the sum of SIX HUNDRED FIFTY THOUSAND and NO/100 Dollars (\$650,000.00), to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, the Mortgagor does hereby mortgage, grant, bargain, sell and convey unto the Mortgagee, forever, all the tract(s) or parcel(s) of land (hereinafter called the "Land"), located in the County of JEROME, State of Idaho described as follows:

PARCEL I

Township 7 South, Range 16, East of the Boise Meridian, Jerome County, Idaho
Section 26: SE 1/4 SW 1/4

PARCEL II

Township 7 South, Range 16 East, Boise Meridian, Jerome County, Idaho
Section 26: SW 1/4 SW 1/4

RECORDED AT THE REQUEST
OF FIRST AMERICAN TITLE CO.
Aug 21 3 41 PM '98
JEROME COUNTY, IDAHO
FEES \$15.00 SEP 02

985062

TOGETHER WITH ALL OF THE MORTGAGOR'S INTEREST IN AND TO THE FOLLOWING DESCRIBED LEASES, PERMITS, AND ALLOTMENTS:

TOGETHER with (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooling, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dishwashers, mirrors and mantels, carpeting, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings, and shades), now or hereafter attached to, or built in, any building or improvement now or hereafter located thereon, (iii) all easements and rights of way appurtenant thereto, (iv), all leasehold estate, right, title and interest of Mortgagor in and to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature), pertaining thereto (v) all rents, issues, profits and income therefrom (subject to the right of the Mortgagor to collect and apply such rents, issues, profits and income as they become due and payable so long as no event of default exists hereunder), (vi) all royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, (vii) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, and (viii) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims including, without limitation, proceeds of insurance and condemnation awards, (all of the foregoing, together with said Land, are hereinafter referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee forever.

PROVIDED, NEVERTHELESS, That if the Mortgagor (I) shall pay to the Mortgagee the sum of SIX HUNDRED FIFTY THOUSAND and NO/100 Dollars (\$650,000.00), together with interest, in accordance with the terms of that certain promissory note of Mortgagor, of even date herewith, payable to the Mortgagee, which note matures on SEPTEMBER 5, 2013, and any extensions or renewals thereof (such note and any such extension or renewal herein called the "Note"), and (II) shall also pay all other sums, with interest thereon, as may be advanced by the Mortgagee in accordance with this Mortgage or the payment of which may now or hereafter be secured by this Mortgage (the indebtedness evidenced by the Note and all other such sums are hereinafter collectively referred to as the indebtedness"), and (III) shall also keep and perform all and singular the covenants herein contained on the part of the Mortgagor to be kept and performed, then, this Mortgage shall be null and void; otherwise this Mortgage shall be and remain in full force and effect.

The Mortgagor covenants that the Mortgagor is lawfully seized of the Mortgaged Property in fee simple and has the right to convey the Mortgaged property; that the Mortgaged Property is free from all liens and encumbrances except as otherwise listed herein that the Mortgagee shall quietly enjoy and possess the Mortgaged Property; that the Mortgagor will warrant and defend the title to the Mortgaged Property against all claims, whether now existing or hereafter arising, not hereinbefore expressly excepted; and that all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage, and shall run with the Land.

The Mortgagor further covenants and agrees as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST AND COMPLIANCE WITH OTHER AGREEMENTS.** The Mortgagor shall promptly pay when due the principal of and interest on the Note, prepayment charges, if any, provided in the Note, and all other indebtedness. The Mortgagor shall promptly and faithfully observe all of its obligations under the following agreements:

A LOAN AGREEMENT EXECUTED CONTEMPORANEOUSLY HERewith BY THE MORTGAGORS NAMED HEREIN,

and all of its obligations under any other agreement now in effect or hereafter made between the Mortgagor and Mortgagee.

2. **FUNDS FOR TAXES AND INSURANCE.** If requested at any time or from time to time by the Mortgagee, the Mortgagor shall pay to the Mortgagee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (hereinafter called "Funds") equal to one-twelfth of the yearly taxes and assessments levied against the Mortgaged Property, plus one-twelfth of yearly premium installments on insurance required under paragraph 6 hereof, all as estimated initially and from time to time by the Mortgagee, to be applied by the Mortgagee to pay said taxes, assessments and insurance premiums. No earnings or interest shall be payable to the Mortgagor on the Funds. Such Funds shall not be, nor be deemed to be, trust funds, and the Mortgagee shall have the right to hold the Funds in any manner the Mortgagee elects and may commingle the Funds with other moneys held by the Mortgagee.

If the amount of the funds held by the Mortgagee shall exceed at any time the amount deemed necessary by the Mortgagee to provide for the payment of taxes, assessments and insurance premiums as they fall due, such excess shall, at the option of the Mortgagee, either promptly be paid to the Mortgagor or be credited to the Mortgagor on monthly installments of Funds subsequently payable. If the amount of the Funds held by the Mortgagee shall not be sufficient at any time to pay taxes, assessments and insurance premiums as they fall due, the Mortgagor shall pay to the Mortgagee any amount necessary to make up

the deficiency upon notice from the Mortgagee to the Mortgagor requesting payment thereof, and the Mortgagee may apply such amounts in such order of application as the Mortgagee may determine. Upon the occurrence of any Event of Default, as defined in paragraph 16 hereof, the Mortgagee may apply on the indebtedness secured hereby, in such order of application as the Mortgagee may determine, any Funds then in the Mortgagee's possession.

Upon payment in full of all indebtedness secured by this Mortgage, the Mortgagee shall promptly remit to the Mortgagor any Funds held by the Mortgagee.

If, under paragraph 16 hereof, the Mortgaged Property is sold or the Mortgaged Property is otherwise acquired by the Mortgagee, the Mortgagee may apply any funds then held by the Mortgagee as a credit against any taxes or insurance premiums then due or against the indebtedness secured by this Mortgage, in such order of application as the Mortgagee may determine.

3. **PAYMENT OF CHARGES AGAINST THE PREMISES.** The Mortgagor also agrees to pay, before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed by or placed against the Mortgaged Property, by making payment directly to the payee thereof, or, if the Mortgagee so designates, by making payment in accordance with paragraph 2 hereof, and the Mortgagor will promptly deliver to the Mortgagee any official receipts received by the Mortgagor, or likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation thereof, or the indebtedness secured hereby, provided that the Mortgagor shall not be obligated to pay any such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the indebtedness secured hereby. The Mortgagor shall promptly furnish to the Mortgagee all notices received by the Mortgagor of amounts due under this paragraph. In the event of the passage after the date of this Mortgage of any applicable law, creating or providing for any tax, assessment or charge which may not be lawfully paid by the Mortgagor, the indebtedness secured hereby, together with interest due thereon, shall, at the option of the Mortgagee, become immediately due and payable.
4. **APPLICATION OF PAYMENTS.** All payments received by the Mortgagee under the Note or this Mortgage shall be applied by the Mortgagee in such order of application as the Mortgagee may determine.
5. **LIENS.** The Mortgagor shall keep the Mortgaged Property free from all liens, whether prior or subordinate to this Mortgage, other than the lien of current real estate taxes and installments of official assessments with respect to which no penalty is yet payable provided, that the Mortgagor shall not be required to discharge any lien so long as the Mortgagor shall agree to the payment of the obligations secured by such lien in a manner acceptable to the Mortgagee, or shall, in good faith, contest such lien by appropriate legal proceedings which shall operate to prevent the enforcement of the lien or forfeiture of the Mortgaged Property or any part thereof, and shall also give such reasonable security to Mortgagee as may be demanded by the Mortgagee to insure compliance therewith.
6. **HAZARD INSURANCE.** The Mortgagor shall keep the buildings and other improvements now existing or hereafter erected on the Land insured by insurance carriers satisfactory to the Mortgagee against loss by fire, hazards included in the term "extended coverage," and such other hazards, casualties and contingencies, including war damage insurance, as may be required by the Mortgagee, for the full replacement cost thereof and for such periods as may be required by the Mortgagee. The policy of such insurance shall be in a form acceptable to Mortgagee and shall not contain a defense based on coinsurance, and shall contain the standard provision that no act of the Mortgagor or of his agents or representatives will render the policy void as to the Mortgagee or affect the Mortgagee's right to recover in case of loss, and the policy or policies of insurance shall have loss payable provisions in favor of and in form acceptable to the Mortgagee. The Mortgagor shall pay all premiums on such insurance by making payment, when due, directly to the insurance carriers, or if the Mortgagee so designates, by making payment in accordance with paragraph 2 hereof. The Mortgagee shall have the right to hold the policies and renewals thereof, and the mortgagor shall promptly furnish to the Mortgagee all renewal notices and all paid premium receipts received by him. In no event shall the Mortgagee be held responsible for failure to pay for any insurance written or for any loss or damage growing out of a defect in any policy or growing out of any failure of any insurance company to pay for any loss or damage insured against or for failure by the Mortgagee to effect the insurance required hereunder. In the event of loss, the Mortgagor shall give prompt notice by mail to the insurance carrier and the Mortgagee, and the Mortgagee may make proof of loss if not made promptly by the Mortgagor. The Mortgagor and Mortgagee shall jointly adjust the insurance; provided, however, that if it is not paid within 45 days following the damage or destruction it may be adjusted by the Mortgagee alone at any time after said 45 day period if, but only if, an Event of Default exists at the time of adjustment. The Mortgagee is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof, at the sole discretion of the Mortgagee, to the restoration or repair of the Mortgaged Property damaged or the reduction of the indebtedness secured hereby, in such order of application as the Mortgagee may determine. Any such application to the principal of the Note shall not extend or postpone the due date of the monthly installments referred to in the Note or change the amount of such installments. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to the Mortgagee as additional security for the payment of the indebtedness secured hereby. In event of foreclosure of this Mortgage, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. The Mortgagor shall not maintain or permit to be maintained any insurance policies then in force shall pass to the purchaser at the foreclosure sale. The Mortgagor shall not maintain or permit to be maintained any insurance of the type referred to in this paragraph 6 with respect to the Mortgaged Property other than the insurance required under this paragraph 6. Notwithstanding anything contained in this paragraph to the contrary, if this Mortgage is on a condominium or a town house and if there is a master insurance policy in force covering the common areas and facilities and all condominiums and town houses located in that development, then until otherwise notified in writing by the Mortgagee, the Mortgagor shall have no obligation to maintain the insurance required hereunder. Whenever such insurance is in force (regardless of whether by the Mortgagee or not) the Mortgagor hereby authorizes the Mortgagee to cancel such insurance whenever the Mortgagee determines that such insurance does not adequately protect the Mortgagee's interest.
7. **PRESERVATION AND MAINTENANCE OF MORTGAGED PROPERTY.** The Mortgagor shall keep the buildings and other improvements now or hereafter erected on the Land in good repair and condition, ordinary depreciation excepted, and shall provide all utility services necessary for the operation and preservation of the Mortgaged Property. The Mortgagor shall commit or permit no waste and, unless the Mortgaged property primarily consists of a single family dwelling or a duplex or other similar residential dwelling designed to be inhabited by no more than one or two families, shall not alter the design or structural character of any building now or hereafter erected on the Land without the prior written consent of the Mortgagee, and in no event shall the mortgagor do any act or thing which would unduly impair or depreciate the value of the Mortgaged property. The Mortgagor shall not abandon the Mortgaged property. The Mortgagor shall comply with all present and future laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Property and to the occupancy and operation thereof. If this Mortgage is on a condominium, the Mortgagor shall perform all of the Mortgagor's obligations under the Condominium Property Act of the State of Idaho, the declaration of condominium, the by-laws and the regulations, if any, issued in accordance with the declaration or by-laws, or both. If this Mortgage is on a town house, the Mortgagor shall perform all of the Mortgagor's obligations under any and all applicable restrictions, articles of incorporation, by-laws and other documents pertaining to the town house development.

8. ***INSPECTION:** The Mortgagee, or its agents, shall have the right at all reasonable times to enter upon the Mortgaged property for the purpose of inspection without hereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.
9. **PROTECTION OF MORTGAGEE'S SECURITY.** If the Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which does or may adversely affect the Mortgaged Property or the interest of the Mortgagor or Mortgagee therein, or the title of the Mortgagor thereto, then the Mortgagee, at the Mortgagee's option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest. The Mortgagee shall be sole judge of the legality, validity and priority of any claims, liens, encumbrances, taxes, assessments, charges and premiums paid by it and of the amount necessary to be paid in satisfaction thereof. In the event that, after damage to or destruction of the Mortgaged Property or condemnation of a portion of the Mortgaged property or a sale under threat thereof, the Mortgagee elects to restore the Mortgaged Property, and the insurance, sale or condemnation proceeds, as the case may be, which are paid to the Mortgagee are not sufficient to pay such restoration, the Mortgagee may effect the restoration in such manner as it determines, and the cost thereof in excess of such proceeds, together with interest thereon from the date of disbursement at the rate provided in the Note (unless payment of interest at such rate would be contrary to the applicable law, in which event such amounts shall bear interest at the highest rate permitted by applicable law) shall become an additional amount secured hereunder, and shall be immediately due and payable. Any amounts disbursed or incurred by the Mortgagee pursuant to this paragraph 9, including, but not limited to, reasonable attorney's fees, with interest thereon, shall become additional indebtedness of the Mortgagor secured by this Mortgage. The Mortgagee is hereby given irrevocable power of attorney (which power is coupled with an interest and given for security and is irrevocable) to enter upon the Mortgaged Property as the Mortgagor's agent and in the Mortgagor's name to perform any and all covenants and agreements to be performed by the Mortgagor as herein provided. All amounts disbursed or incurred by the Mortgagee pursuant to this paragraph 9 shall be payable upon demand, and shall bear interest from the date of disbursement or the date incurred at the rate stated in the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permitted by applicable law. The Mortgagee shall, at its option, be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by the Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph 9 shall require the Mortgagee to incur any expenses or do any act hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken by the Mortgagee pursuant to this paragraph 9.
10. **CONDEMNATION.** The Mortgagor hereby irrevocably assigns to the Mortgagee any award or payment which becomes payable by reason of any taking of the Mortgaged Property, or any part thereof, either temporarily or permanently, in or by condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings. The Mortgagor will not enter into any agreement permitting or consenting to the taking of the Mortgaged Property or any part thereof or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to require the same in condemnation or by eminent domain unless the Mortgagee shall have first consented thereto in writing. In the event of any such taking, any awards shall be adjusted jointly by the Mortgagor and the Mortgagee provided, however, any award not adjusted or paid within 30 days after such taking may be adjusted solely by the Mortgagee at any time after said 30 day period if, and only if, an Event of Default exists at the time of adjustment. The Mortgagor will file or prosecute in good faith and with due diligence what would otherwise be its claim in any such award or payment and cause the same to be collected and paid over to the mortgagee and the Mortgagor irrevocably authorizes and empowers the Mortgagee (which power is coupled with an interest and given for security and is irrevocable), in the name of the Mortgagor or otherwise, to file and prosecute any such claim and to collect, receipt for and retain the same. The proceeds of the award or payment may, after deducting all reasonable costs and expenses which may have been incurred by the Mortgagee in the collection thereof, at the sole discretion of the Mortgagee, be released to the Mortgagor, applied to restoration of the Mortgaged property or applied to the payment of the indebtedness secured hereby, in such order of application as the Mortgagee may determine. Any such application to principal of the Note shall not extend or postpone the due date of the monthly installments referred to in the Note or change the amount of such installments.
11. **FORBEARANCE BY MORTGAGEE NOT A WAIVER.** Any delay by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy of any right or remedy hereunder or at law or equity. The failure of the Mortgagee to exercise any option to accelerate maturity of the indebtedness secured by this Mortgage, the forbearance by the Mortgagee before or after the exercise of such option, or the withdrawal or abandonment of proceedings provided for by this Mortgage shall not be a waiver of the right to exercise such option or to accelerate the maturity of such indebtedness by reason of any past, present or future event which would permit acceleration under paragraph 16 hereof. The procurement of insurance or the payment of taxes or other liens or charges by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the maturity of the indebtedness hereby secured. The Mortgagee's receipt of any awards, proceeds or damages under paragraph 6 and 10 hereof shall not operate to cure or waive default by the Mortgagor under paragraph 16 hereof.
12. **MORTGAGEE'S REMEDIES CUMULATIVE.** All remedies of the Mortgagee are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently or independently, and as often as the occasion therefor arises.
13. **SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and assigns of the Mortgagee and the Mortgagor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants and agreements of the Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
14. **NOTICE.** Any notice from the Mortgagee to the Mortgagor under this Mortgage shall be deemed to have been given by the Mortgagee and received by the Mortgagor, when mailed by certified mail by the Mortgagee to the Mortgagor at the Mortgaged Property or at such other address as the Mortgagor may designate to the Mortgagee. Any notice from the Mortgagor to the Mortgagee under this Mortgage shall be deemed to have been given by the Mortgagor and received by the Mortgagee when received by the Mortgagee at the Mortgagee's address stated above, or at such other address as the Mortgagee may designate to the Mortgagor.
15. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the laws of the State of Idaho. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage are declared to be severable. In the event that any applicable law in effect on the date hereof limiting the amount of interest or other item which may be lawfully charged against the Mortgagor is interpreted in a manner such that any payment provided for in this Mortgage or in the Note, whether considered separately or together with other payments that are considered a part of this Mortgage and Note

transaction, violates such law, and Mortgagor is entitled to the benefit of such law, such payment is hereby reduced to the extent necessary to eliminate such violation.

16. **DEFAULT: ACCELERATION AND FORECLOSURE.** Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

- (a) The Mortgagor shall fail to pay when due any amount payable under the Note or any other indebtedness secured by this Mortgage and the continuance thereof for 10 calendar days;
- (b) The Mortgagor shall fail duly to perform or observe any of the other covenants contained in this mortgage or in the Note and the continuance thereof for 10 calendar days;
- (c) The Mortgagor shall be dissolved or its corporate existence shall be terminated, or it shall become insolvent (however evidenced) or commit any act of bankruptcy or make a general assignment for the benefit of creditors, or if any proceeding is instituted by or against the Mortgagor for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed of or a writ or order of attachment or garnishment is made or issued, or if any proceeding or procedure is commenced or any remedy supplementary to or in enforcement of a judgment is employed against, or will respect to any property of, the Mortgagor;
- (d) Any representation or warranty made by the Mortgagor herein is untrue or misleading in any material respect; or
- (e) The Mortgagor shall sell or transfer, or agree to sell or transfer all or any part of the Mortgaged Property or interest therein without the Mortgagee's prior written consent, including the granting of an option or the agreement to transfer pursuant to Contract for Deed, but excluding (a) the creation of a Lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase.

Upon the occurrence of an Event of Default or at any time thereafter until such Event of Default is cured to the satisfaction of the Mortgagee, the Mortgagee may, at its option, exercise any of the following rights and remedies (and any other rights and remedies available to it):

- (a) The Mortgagee may declare immediately due and payable all indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived. Receipt of partial payment of the indebtedness after the Mortgagee has exercised its right under this subsection 16(a) shall not operate as a waiver of such right.
- (b) The Mortgagee may foreclose this mortgage by legal action pursuant to the statutes of Idaho in such case made and provided. The Mortgaged Property shall be sold in the manner prescribed by applicable law and the Mortgagee shall apply the proceeds arising from such sale to pay all indebtedness secured hereby with interest, and all legal costs and charges of such sale and the maximum attorney's fees permitted by law, whilet costs, charges and fees the Mortgagor herein agrees to pay. If any deficiency remains on the indebtedness after application of the proceeds of the sale thereto, Mortgagor agrees to pay Mortgagee such deficiency to the extent permitted by applicable law.
- (c) In the event suit is instituted to effect such foreclosure, the Mortgagee shall, as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed for the Mortgaged Property, and the Mortgagor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulates, covenants and agrees that such receiver may remain in possession and control of the Mortgaged Property until the final determination of such suit or proceeding.

17. **MISCELLANEOUS RIGHTS OF MORTGAGEE.** The Mortgagee may at any time and from time to time, without notice, release any person liable for payment of any indebtedness secured hereby, extend the time or agree to alter the terms of payment of any of the indebtedness, accept additional security of any kind, release any property securing the indebtedness, consent to the making of any plat or map of the Mortgaged Property or the creation of any easement thereon or any covenants restricting use of occupancy thereof, or alter or amend the terms of this Mortgage in any way. No such release, modification, addition or change shall affect the liability of any person other than the person so released for payment of any indebtedness secured hereby, nor affect the priority and first lien status of this Mortgage upon any property not so released. Any personal property remaining upon the Mortgaged Property, after such Mortgaged Property has been possessed or occupied by the Mortgagee or its agent following foreclosure of this Mortgage or under any deed in lieu of foreclosure, shall be conclusively presumed to have been abandoned by the Mortgagor or any other former owner thereof, and the Mortgagee shall not in any way incur any liability or obligation to said Mortgagor or former owner by reason of any action which the Mortgagee in its sole discretion chooses to take with respect to said personal property provided, however, that in no event shall the Mortgagee be required to take any affirmative action in preserving, protecting or otherwise overseeing the deployment of storage of said personal property, nor shall the Mortgagee incur any liability to the Mortgagor or former owner of said personal property because of failure to take any such affirmative action with respect to said personal property. Upon acceleration under paragraph 16 or abandonment of the Mortgaged Property, Mortgagee (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Mortgaged Property and to collect rents of the Mortgaged Property including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Mortgaged Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the indebtedness secured hereby.

18. **ADDITIONAL LOANS.** In addition to the payment of the indebtedness secured hereby, this Mortgage shall also secure the payment of all other advances heretofore or at any time hereafter made to the Mortgagor by the Mortgagee and the payment of all other indebtedness of every type and description now or hereafter owing by the Mortgagor to the Mortgagee, unless (in the case of any such advance of indebtedness) the Mortgagee agrees otherwise in writing. Nothing herein contained shall imply any obligation on the part of any holder of the Note to make any such additional loan.

19. **ASSIGNMENT OF RENTS.** The Mortgagor hereby assigns all rents, income and profits from the premises to Mortgagee, said assignment to be operative in the event of any default by Mortgagor pursuant to the provisions of this Mortgage. Mortgagor further agrees to execute at Mortgagee's request at any time such additional documents as may be necessary to effectuate said assignment.

20. **WAIVER OF HOMESTEAD.** The Mortgagor hereby waives all right of homestead exemption in the Mortgaged property.

IN WITNESS WHEREOF, The Mortgagor has duly executed this Mortgage as of the day and year first above written:

Don German
Don German

Theresa Ann German
Theresa Ann German

STATE OF IDAHO)
County of Jerome)ss.

On this 21st day of August, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don German and Theresa Ann German, husband and wife, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Debbie Drake
NOTARY PUBLIC FOR IDAHO
Residing at: Jerome
My Commission Expires: 4-8-2000

Assignment of Mortgage

KNOW ALL MEN BY THESE PRESENTS: That Norwest Agricultural Credit for value received does hereby grant, bargain, sell, assign, transfer and set over unto U.S. Bank Trust National Association, as Custodian/Trustee that certain Mortgage bearing date the 21st day of August, 1998, made and executed by Don German and Theresa Ann German, as their separate estate, to Norwest Agricultural Credit to secure the sum of Six Hundred Fifty Thousand and No/100 and interest, and recorded in the office of the County Recorder of Jerome County, State of Idaho on the 21st day of August, 1998, together with the Mortgage Loan Modification Agreement dated the 23rd day of December, 1998 and recorded in the office of the County Recorder of Jerome County, State of Idaho and the note thereby secured and the money due and to grow due thereon, with the interest

Dated: December 23, 1998

Norwest Agricultural Credit

By: Coni Bolton
Coni Bolton, Agricultural Banking Rep.

State of Idaho)
County of Twin Falls) ss.

On this 23rd day of December, 1998, before me, the undersigned a Notary Public in and for the State of Idaho duly commissioned and sworn, personally appeared Coni Bolton to me known to be the Agricultural Banking Rep for the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witnessed my hand and official seal hereto affixed the day and year first above written.



Barbara Dirksen expires 11-17-2003
Notary Public in and for the State of Idaho
JAN 28 12 31 PM '99
FEEES 2.00 DEP
990453

Instrument # 2095726

JEROME COUNTY, JEROME, IDAHO

11-23-2009 02:03:48 No. of Pages: 3

Recorded for : RABO AGRIFINANCE, INC.

MICHELLE EMERSON Fee: 9.00

Ex-Officio Recorder Deputy

Benech

Drafted by:

John P. Manning V

Vice President and Counsel

Rabo Agrifinance, Inc.

One CityPlace Dr., Suite 200

St. Louis, MO 63141

WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.

ONE CITYPLACE DR., SUITE 200

St. LOUIS, MO 63141

Loan No. 981071

ASSIGNMENT OF IDAHO DEED OF TRUST OR MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That U.S. Bank National Association as Custodian/Trustee, a National Association, having its principal office and post office address at 180 East Fifth Street St. Paul, MN 55101, party of the first part, in consideration of \$10.00 and other valuable consideration to it in hand paid by Rabo Agrifinance, Inc., whose address is One CityPlace Drive, Suite 200, St. Louis, MO 63141, the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, and set over to said party of the second part, its successors and assigns, a certain Mortgage, Deed of Trust, Security Deed, Act of Mortgage, Trust Deed or similar instrument ("Mortgage") to Rabo Agrifinance, Inc. bearing the date of August 21, 1998, executed by Don German and Theresa Ann German, husband and wife to Norwest Agricultural Credit, Inc. situate in Jerome County, Idaho and filed for record on the 21st day of August, 1998 in the records of Jerome County, Idaho, as Document No. 985062, which was modified by Modification Agreement dated December 23, 1998 and filed for record on the 23rd day of December, 1998, as Document No. 987735 and Affidavit of Scrivener's Error dated January 28, 1999 and filed for record on the 28th day of January, 1999, as Document No. 990454, together with all right, title, and interest to the premises described in said Mortgage and together with the Security Agreement and the Promissory Note therein described and the money due or to become due thereon, with interest, and together with all other instruments evidencing or securing repayment of the loan.

SEE ATTACHED EXHIBIT A, LEGAL DESCRIPTION.

TO HAVE AND TO HOLD the same unto Rabo Agrifinance, Inc., its successors and assigns forever, subject only to the provisions contained in the said Mortgage.

IT BEING UNDERSTOOD AND AGREED, however, that this Assignment is made without recourse to and without covenant or warranty express or implied by the said U.S. Bank National Association as Custodian/Trustee in any event whatsoever.

IN WITNESS WHEREOF, U.S. Bank National Association as Custodian/Trustee has caused these presents to be executed by its Attorney-in-fact for Rabo Agrifinance, Inc. by G. Michael Smith, Senior Vice President, at St. Louis County, Missouri effective as of the 25th day of March, 2009.

APPROVED

PRESENT BENEFICIARY:

U.S. BANK NATIONAL ASSOCIATION
AS CUSTODIAN/TRUSTEE

BY: Rabo Agrifinance, Inc.
Not personally, but as Attorney-In-Fact

BY: G. Michael Smith
G. Michael Smith, Senior Vice President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS:

BE IT REMEMBERED, that on this 30th day of October, 2009, before me, a Notary Public in and for the County and State aforesaid, personally appeared G. Michael Smith, Senior Vice President, of Rabo Agrifinance, Inc., a Delaware corporation, as Attorney-in-Fact for U.S. Bank National Association who is personally known to me to be the said officer of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation as Attorney-in-Fact for U.S. Bank National Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal, on the day and year last above written.

Tammy R. Christopher
Notary Public
Tammy R. Christopher
Name Printed

My commission expires: June 4, 2012

U5000Q RVSD 01-23-97
L:ASSIGNMTG_DOTGENERAL

TAMMY R. CHRISTOPHER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: June 04, 2012
Commission Number: 08568788

MORTGAGE

This Mortgage made this 21 day of Aug, 1998, between Don German and Theresa Ann German, husband and wife, (herein called the Mortgagor), and Norwest Agricultural Credit, Inc. (herein called "Mortgagee").

WITNESS, THAT, in consideration of the sum of SIX HUNDRED FIFTY THOUSAND and NO/00 Dollars (\$650,000.00); to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, the Mortgagor does hereby mortgage, grant, bargain, sell and convey unto the Mortgagee, forever, all the tract(s) or parcel(s) of land (hereinafter called the "Land), located in the County of JEROME, State of Idaho described as follows:

PARCEL I

Township 7 South, Range 16, East of the Boise Meridian, Jerome County, Idaho

Section 26: SE 1/4 SW 1/4

RP07S16E26L6L601

PARCEL II

Township 7 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 26: SW 1/4 SW 1/4

RP07S16E26L6L601 + RP07S16E26L6L6121

TOGETHER WITH ALL OF THE MORTGAGOR'S INTEREST IN AND TO THE FOLLOWING DESCRIBED LEASES, PERMITS, AND ALLOTMENTS:

RECORDED AT THE REQUEST
OF FIRST AMERICAN TITLE CO.
Aug 21 3 41 PM '98
JEROME COUNTY, IDAHO
FEE \$15.00 DEP 02

985062