

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 21 2009
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): 29-349, 29-356, 29-351 _____
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)

John M. Evans John M. Evans
5. Expiration Date of Notification Period December 5, 2024 _____
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)

Andrea Hopland
~~Loan Officer~~ Loan Documentation Specialist III

For Office Use Only

Received by _____	Date _____	Fee <u>\$75.00</u>
Receipted by <u>SR7</u>	Date <u>12-21-2009</u>	Receipt No. <u>0089753</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SUPPORT DATA
IN FILE # 29-349

RECORDATION REQUESTED BY:

D. L. Evans Bank
North Pocatello Branch
4080 Yellowstone Ave.
Pocatello, ID 83202

Instrument # 184368

CARIBOU COUNTY
12-15-2009 12:48:11 No. of Pages: 3
Recorded for: ALLIANCE TITLE
VEDA MASCARENAS
Ex-Officio Recorder Deputy *[Signature]* Fee: 10.00
Index to: MODIFICATION AGREEMENT

WHEN RECORDED MAIL TO:

D. L. Evans Bank
North Pocatello Branch
4080 Yellowstone Ave.
Pocatello, ID 83202

THIS INSTRUMENT FILED FOR RECORD BY
ALLIANCE TITLE AND ESCROW AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS TO ITS

EFFECT DATE

COPY

SEND TAX NOTICES TO:

Phillip J. Yost
Lisa J. Yost
1780 Rich Road
Grace, ID 83241

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 11, 2009, is made and executed between Phillip J. Yost and Lisa J. Yost; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is 4080 Yellowstone Ave., Pocatello, ID 83202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 7, 2009 (the "Mortgage") which has been recorded in Caribou County, State of Idaho, as follows:

recorded November 30, 2005 as Instrument No. 174641 and re-recorded December 10, 2009 as Instrument No. 184346 and modified March 7, 2006, recorded March 24, 2006 as Instrument No. 175354 and modified December 7, 2006, recorded December 12, 2006 as Instrument No. 177078 and modified May 8, 2007, recorded May 15, 2007 as Instrument No. 178193 and modified December 21, 2007, recorded December 31, 2007 as Instrument No. 178783 and modified December 9, 2008, recorded June 23, 2009 as Instrument No. 183308 and modified June 16, 2009, recorded June 23, 2009 as Instrument No. 183309.

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

TOWNSHIP 8 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN, CARIBOU COUNTY, IDAHO;

SECTION 22: SW1/4, EXCEPT THEREFROM, THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NORTHEAST CORNER OF THE SW1/4 SECTION 22, AND RUNNING THENCE NORTH 89°59' WEST 1221 FEET;

THENCE SOUTH 00°25' WEST 330 FEET;

THENCE SOUTH 89°59' EAST 731.21 FEET;

THENCE SOUTH 49°50' EAST 45.39 FEET;

THENCE SOUTH 89°59' EAST 162.16 FEET;

THENCE SOUTH 37°40' EAST 430.87 FEET;

THENCE EAST 26.96 FEET, MORE OR LESS, TO THE MERIDIONAL SECTION LINE;

THENCE NORTH 00°26' EAST ALONG SAID MERIDIONAL SECTION LINE 800.26 FEET TO THE POINT OF BEGINNING.

SECTION 27: NW1/4 NW1/4 ALSO EXCEPTING THEREFROM, ALL THAT PORTION OF LAND DEEDED TO THE STATE OF IDAHO BY INSTRUMENT NO. 92729, RECORDED AUGUST 12, 1977.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 29-7446 WITH 1.89 CFS GROUNDWATER 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 See Legal Description, Grace, ID 83241.

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

Note #3141000381 is being replaced with New Note #3141000466 dated December 11, 2009 in the Original Principal amount of **NINE HUNDRED TWENTY FIVE THOUSAND AND NO/100** (\$925,000.00) and due December 5, 2010.

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 11, 2009.

GRANTOR:

[Signature]
Phillip J. Yost

[Signature]
Lisa J. Yost

LENDER:

D. L. EVANS BANK

X

[Signature]
Authorized Signer

POWER OF ATTORNEY

Silva Dairy, LLC of 1202 East 4150 North, Buhl, ID 83316, the bona fide registered owner of the following described property: 1992 Kenworth Tk Ds (VIN 1XKDDR9X2NJ575409), hereby irrevocably appoints D. L. Evans Bank, with an address of Jerome Branch, 980 S. Lincoln, Jerome, ID 83338, or any officer thereof, as Grantor's attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence D. L. Evans Bank's security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor's place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor's subsequent disability or incapacity

GRANTOR:

SILVA DAIRY, LLC

By: Max Silva
Max Silva, Member of Silva Dairy, LLC

By: Tony Silva
Tony Silva, Member of Silva Dairy, LLC

By: John Silva
John Silva, Member of Silva Dairy, LLC

By: Elio Silva
Elio Silva, Member of Silva Dairy, LLC

STATE OF Idaho

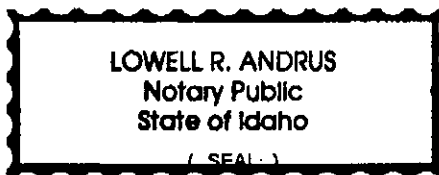
)

) SS

COUNTY OF Jerome

)

Subscribed and sworn to before me this 30th day of November, 20 09.



Lowell R. Andrus

Notary Public for the State of Idaho

Residing at Wendell

My commission expires 7/30/15

FIRST AMERICAN TITLE - POCATELLO OFFICE

RECORDATION REQUESTED BY:

D. L. Evans Bank
North Pocatello Branch
4080 Yellowstone Ave.
Pocatello, ID 83202

20925818 2009 DEC 09 AM 10:18:06

Electronically Recorded by Simplifile

WHEN RECORDED MAIL TO:

D. L. Evans Bank
North Pocatello Branch
4080 Yellowstone Ave.
Pocatello, ID 83202

SEND TAX NOTICES TO:

J. Morgan Evans
Charla Evans
26704 South Back Redrock Road
Downey, ID 83234

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 8, 2009, is made and executed between J. Morgan Evans and Charla Evans; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is 4080 Yellowstone Ave., Pocatello, ID 83202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 2, 2004 (the "Mortgage") which has been recorded in Bannock County, State of Idaho, as follows:

recorded December 6, 2004 as Instrument No. 20425939, Partial Satisfaction of Mortgage dated May 13, 2005 recorded May 19, 2005 as Instrument No. 20509529.

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

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

TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCHES AND DITCH RIGHTS USED THEREON OR APPURTENANT THERETO INCLUDING BUT NOT LIMITED TO WATER SHARES #29-00351, 29-00349 AND 29-00356 UNDER TWIN FALLS CANAL COMPANY.

The Real Property or its address is commonly known as 26704 South Back Red Rock Road, Downey, ID 83234

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

1) Extending Maturity Date to December 5, 2019

2) Amending Water Rights to read:

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO 29-351 WITH A CLAIMED PRIORITY OF AUGUST 1, 1865 TO 0.8 CFS OF IRRIGATION WATER AND WATER RIGHT NO 29-349 WITH A CLAIMED PRIORITY OF AUGUST 1, 1865 TO 1.2 CFS OF IRRIGATION WATER AND WATER RIGHT NO 29-356 WITH A CLAIMED PRIORITY OF SEPTEMBER 4, 1879 TO 0.2 CFS OF IRRIGATION WATER, TOGETHER WITH ANY AND ALL WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 8, 2009.

GRANTOR:

X J. Morgan Evans
J. Morgan Evans

X Charla Evans
Charla Evans

LENDER:

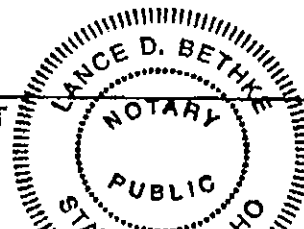
D. L. EVANS BANK

X Lance D. Bethke
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

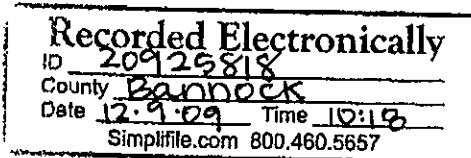
STATE OF Idaho

)
) SS



RECORDATION REQUESTED BY:

D. L. Evans Bank
North Pocatello Branch
4080 Yellowstone Ave.
Pocatello, ID 83202



WHEN RECORDED MAIL TO:

D. L. Evans Bank
North Pocatello Branch
4080 Yellowstone Ave.
Pocatello, ID 83202

SEND TAX NOTICES TO:

J. Morgan Evans
Charla Evans
26704 South Back Redrock Road
Downey, ID 83234

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 8, 2009, is made and executed between J. Morgan Evans and Charla Evans; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is 4080 Yellowstone Ave., Pocatello, ID 83202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 2, 2004 (the "Mortgage") which has been recorded in Bannock County, State of Idaho, as follows:

recorded December 6, 2004 as Instrument No. 20425939, Partial Satisfaction of Mortgage dated May 13, 2005 recorded May 19, 2005 as Instrument No. 20509529

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

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

TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCHES AND DITCH RIGHTS USED THEREON OR APPURTENANT THERETO INCLUDING BUT NOT LIMITED TO WATER SHARES #29-00351, 29-00349 AND 29-00356 UNDER TWIN FALLS CANAL COMPANY

The Real Property or its address is commonly known as 26704 South Back Red Rock Road, Downey, ID 83234.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows

1) Extending Maturity Date to December 5, 2019

2) Amending Water Rights to read:

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO 29-351 WITH A CLAIMED PRIORITY OF AUGUST 1, 1865 TO 0.8 CFS OF IRRIGATION WATER AND WATER RIGHT NO 29-349 WITH A CLAIMED PRIORITY OF AUGUST 1, 1865 TO 1.2 CFS OF IRRIGATION WATER AND WATER RIGHT NO 29-356 WITH A CLAIMED PRIORITY OF SEPTEMBER 4, 1879 TO 0.2 CFS OF IRRIGATION WATER, TOGETHER WITH ANY AND ALL WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 8, 2009.

GRANTOR.

X J. Morgan Evans
J. Morgan Evans

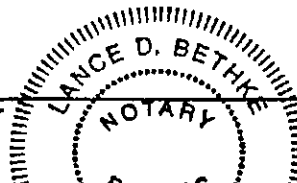
X Charla Evans
Charla Evans

LENDER:

D. L. EVANS BANK

X Lance D. Bethke
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 2312000382/12

Page 2

LENDER ACKNOWLEDGMENT

STATE OF Idaho

)
) SS
)

COUNTY OF Bannock

On this 8th day of December, in the year 20 09, before me Cory C. Phelps
a notary public in and for the State of Idaho, personally appeared Lance Betake
known or identified to me (or proved to me on the oath of _____), to be Vice President
authorized agent for D. L. Evans Bank that executed the within and foregoing instrument and acknowledged said instrument to
be the free and voluntary act and deed of D. L. Evans Bank, duly authorized by the D. L. Evans Bank through its board of directors or otherwise,
for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and in fact executed
this said instrument on behalf of D. L. Evans Bank.

Cory C. Phelps
Notary Public for Idaho

Residing at Pocatello, Idaho

My commission expires May 3, 2010

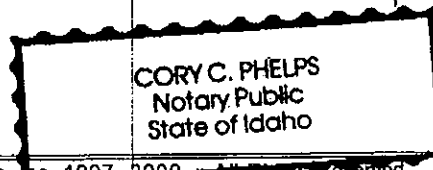


EXHIBIT "A"

PARCEL 1:
N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 36 EAST BOISE
MERIDIAN, BANNOCK COUNTY, IDAHO.

PARCEL 2:
SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ AND NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 11
SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

PARCEL 3:
N $\frac{1}{2}$ NW $\frac{1}{4}$ AND W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 36
EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

PARCEL 4:
S $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE
MERIDIAN, BANNOCK COUNTY, IDAHO.

EXCEPTING THEREFROM: BEGINNING AT A POINT 697 FEET NORTH OF
SECTION CORNER BETWEEN SECTION 17, 18, 19 AND 20 OF TOWNSHIP 12
SOUTH, RANGE 38 EAST, BOISE MERIDIAN; THENCE NORTH 623 FEET, MORE
OR LESS, THENCE EAST 656 FEET, MORE OR LESS; THENCE SOUTH 11°43'
EAST 310 FEET, MORE OR LESS, THENCE SOUTH 66°37' WEST 796 FEET, MORE
OR LESS TO THE PLACE OF BEGINNING, SITUATED IN THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF
SECTION 17, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN,
BANNOCK COUNTY, IDAHO.

PARCEL 5:
THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND A PORTION OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 17,
TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE EAST
80 RODS; THENCE NORTH 726 FEET; THENCE WEST 80 RODS, THENCE SOUTH
726 FEET TO THE PLACE OF BEGINNING;

AND ALSO A PORTION OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ BEGINNING AT THE NORTHWEST
CORNER OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$; THENCE EAST 656 FEET; THENCE SOUTH 11°43'
EAST 310 FEET; THENCE SOUTH 66°37' WEST 796 FEET; THENCE NORTH 623
FEET TO THE PLACE OF BEGINNING.

PARCEL 6:

A TRACT IN THE SOUTHEASTERLY CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 18,
TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

gme


BEGINNING AT THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 18, THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 13 RODS 2.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY BOUNDARY OF THE ROAD KNOWN AND REFERRED TO AS THE CALVIN ROAD;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE BOUNDARY LINE OF SAID CALVIN ROAD A DISTANCE OF 10 RODS, MORE OR LESS, TO THE INTERSECTION WITH THE ROAD REFERRED TO AS THE PRATT ROAD OR THE GRANT ROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID PRATT OR GRANT ROAD A DISTANCE OF 22 RODS 4 FEET;

THENCE IN AN EASTERLY DIRECTION WITH A BEARING TO THE NORTH ALONG SAID ROAD A DISTANCE OF 10 RODS 6 0 FEET, MORE OR LESS, TO THE EAST BOUNDARY LINE OF SAID SUBDIVISION, THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 28 RODS 12 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 7:

THE SW $\frac{1}{4}$ NE $\frac{1}{4}$; THE SE $\frac{1}{4}$ NW $\frac{1}{4}$; THE N $\frac{1}{2}$ S $\frac{1}{2}$ EXCEPTING THAT LYING WESTERLY OF U.S. HWY NO. 91 OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

AND ALSO:

PORTION OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 18; THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE NORTH 726 FEET; THENCE IN A NORTHWESTERLY DIRECTION 1141 FEET, THENCE WEST 350 FEET TO THE PLACE OF BEGINNING; AND ALSO A PORTION OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 18; THENCE EAST 142 RODS; THENCE SOUTH 3 RODS; THENCE IN A SOUTHWESTERLY DIRECTION TO POST 13 RODS EAST OF GATE POST; THENCE FROM SAID POST NORTH 33 RODS TO THE PLACE OF BEGINNING.

AND ALSO: BEGINNING AT THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN; THENCE WEST 1320 FEET; THENCE SOUTH 545 FEET; THENCE SOUTH 57°51' EAST 1000 FEET; THENCE NORTH 46°59' EAST 656 FEET; THENCE NORTH 623 FEET TO THE PLACE OF BEGINNING.

PARCEL 8:

THE S $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$, AND A PORTION OF SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY,

IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 22.5 RODS WEST OF THE SOUTHEAST CORNER;
THENCE WEST 57 5 RODS, THENCE NORTH 80 RODS, THENCE EAST 80 RODS;
THENCE SOUTH 30 RODS, THENCE WEST 35 RODS; THENCE SOUTHERLY 54
RODS TO THE PLACE OF BEGINNING.

PARCEL 9:

W $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE
MERIDIAN, BANNOCK COUNTY, IDAHO, EXCEPTING THEREFROM:
BEGINNING AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE WEST 80
RODS; THENCE NORTH 26 RODS, THENCE EAST 80 RODS; THENCE SOUTH 26
RODS TO THE PLACE OF BEGINNING.

PARCEL 10:

THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND A PORTION OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 20,
TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SW $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE EAST 80
RODS; THENCE SOUTH 40 RODS; THENCE IN A WESTERLY DIRECTION 41
RODS; THENCE IN SOUTHEASTERLY DIRECTION ALONG PUBLIC ROAD TO
SOUTH LINE OF SAID 40; THENCE WEST 56 RODS; THENCE NORTH 80 RODS TO
THE PLACE OF BEGINNING.

AND ALSO A PORTION OF SW $\frac{1}{4}$ SW $\frac{1}{4}$ DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50 RODS NORTH OF THE SOUTHWEST CORNER OF
SECTION 20; THENCE NORTH 30 RODS; THENCE EAST 80 RODS; THENCE
SOUTH 80 RODS; THENCE WEST 38 RODS; THENCE NORTHERLY 54 RODS;
THENCE WEST 24 RODS TO THE PLACE OF BEGINNING.

PARCEL 11:

THE N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE
MERIDIAN, BANNOCK COUNTY, IDAHO.

EXCEPTING THEREFROM: A TRACT OF LAND LYING THE SOUTH AND
WESTERLY PORTION OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 12
SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 20;
THENCE NORTH ALONG THE WEST BOUNDARY LINE OF SAID SUBDIVISION A
DISTANCE OF 63 RODS 4 5 FEET, MORE OR LESS TO THE SOUTHWESTERLY
BOUNDARY LINE OF THE CALVIN ROAD; THENCE IN A SOUTHEASTERLY

DIRECTION ALONG SAID LAST MENTIONED BOUNDARY LINE A DISTANCE OF 77 RODS 13.5 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION; THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 29 RODS 10.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTIONS OF THE ABOVE DESCRIBED PREMISES FALLING WITHIN THE BOUNDS OF ROADS OR HIGHWAYS.

EXCEPTING THEREFROM ANY PORTIONS OF THE ABOVE DESCRIBED PREMISES FALLING WITHIN THE RIGHT OF WAY TO THE UNION PACIFIC RAILROAD.

0509529

FIRST AMERICAN TITLE

RECORDING REQUESTED BY

D.L. Evans Bank

AND WHEN RECORDED MAIL TO:

D.L. Evans Bank
7450 W. Emerald Street
Boise, Id 83713

RECORDED AT REQUEST OF

20509529

FEE

6

DEPUTY

BP

2005 MAY 19 PM 2 34

OFFICIAL RECORD BK#

8006

RECORDER

BANNOCK COUNTY IDAHO

2-1

Space Above This Line for Recorder's Use Only

PARTIAL SATISFACTION OF MORTGAGE

The undersigned Mortgagee is the legal owner and holder of the Mortgage for the total sum of **\$435,548.25**, and all other indebtedness secured by Mortgage dated December 2, 2004, made by J. Morgan Evans and Charla Evans, husband and wife to D.L. Evans Bank recorded December 6, 2004, 20425939, in the records of Bannock County, Idaho.

I hereby release that portion of the property described in said Mortgage, situated in Bannock County, Idaho, described as:

A PORTION OF THE NORTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER, THENCE WEST 425 FEET ALONG THE SECTION LINE TO THE CENTER OF AN EXISTING COUNTY ROAD, THENCE NORTH 20°01' WEST 721.3 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 20°01' WEST 189.8 FEET, THENCE NORTH 80°00' EAST 240 FEET, THENCE SOUTH 20°01' EAST 189.8 FEET, THENCE SOUTH 80°00' WEST 240 FEET TO THE TRUE POINT OF BEGINNING.

Dated: May 13, 2005

By:

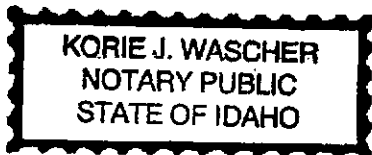
Harold L. Inwood VICE PRESIDENT

20509529

STATE OF Idaho)
) ss.
COUNTY OF Bannock)

2-2

On this 05/13/2005, before me, a Notary Public in and for said State, personally appeared Gerald Wascher known or identified to me, to be the Vice President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



Korie J. Wascher
Notary Public of Idaho
Residing at: Bose, Id.
Commission Expires: 4/4/11

10-1

20425939
FIRST AMERICAN TITLE

RECORDED AT REQUEST OF

FEE 30 DEPUTY BP

2004 DEC 6 PM 1 37

OFFICIAL RECORD BK# 859
LARRY W GHAN RECORDER
BANNOCK COUNTY IDAHO

Space Above This Line For Recording Data

20425939

102951

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is December 2, 2004. The parties and their addresses are:

MORTGAGOR:

J. MORGAN EVANS
HUSBAND
26704 SOUTH BACK RED ROCK ROAD
DOWNEY, Idaho 83234

CHARLA EVANS
WIFE
26704 SOUTH BACK RED ROCK ROAD
DOWNEY, Idaho 83234

LENDER:

D. L. EVANS BANK
Organized and existing under the laws of Idaho
7450 W. Emerald Street
Boise, Idaho 83713
TIN: 82-0117415

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

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

TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCHES AND DITCH RIGHTS USED THEREON OR APPURTENANT THERETO INCLUDING BUT NOT LIMITED TO WATER SHARES # 29-00351, 29-00349 AND 29-00356 UNDER TWIN FALLS CANAL COMPANY.

The property is located in BANNOCK County at 26704 SOUTH BACK RED ROCK ROAD, DOWNEY, Idaho 83234. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

13. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other transaction document.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. REDEMPTION. The period of redemption after sale on foreclosure will be one year if the real property sold consisted of a tract of land of more than twenty (20) acres, and within six (6) months after the sale if the real property sold consisted of a tract of land of twenty (20) acres or less. Any agreement to extend the redemption period must be in writing.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing.)

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. CO-SIGNERS. If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

23. APPLICABLE LAW. This Security Instrument is governed by the laws of Idaho, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

24. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this

10-4

20425939

DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

J. Morgan Evans
J. MORGAN EVANS

Individually

Charla Evans
CHARLA EVANS

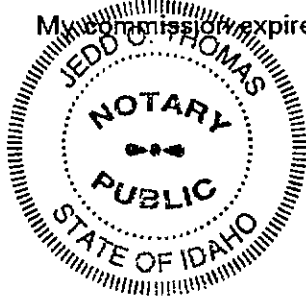
Individually

ACKNOWLEDGMENT.

(Individual)

State Idaho OF Idaho County Bannock OF Bannock ss.
On this 2nd day of December, 2004, before me
Jedd O Thomas a Notary Public, personally appeared J. MORGAN EVANS, HUSBAND,
and CHARLA EVANS, WIFE, known or identified to me (or proved to me on the oath of
(), to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged to me that he/she/they executed the same.

My commission expires: 5/10/07



Jedd O Thomas
(Notary Public)

10-1
EXHIBIT "A"

20425939

PARCEL 1:

N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 36 EAST BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

PARCEL 2:

SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ AND NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

PARCEL 3:

N $\frac{1}{2}$ NW $\frac{1}{4}$ AND W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

PARCEL 4:

S $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

EXCEPTING THEREFROM: BEGINNING AT A POINT 697 FEET NORTH OF SECTION CORNER BETWEEN SECTION 17, 18, 19 AND 20 OF TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN; THENCE NORTH 623 FEET, MORE OR LESS; THENCE EAST 656 FEET, MORE OR LESS; THENCE SOUTH 11°43' EAST 310 FEET, MORE OR LESS; THENCE SOUTH 66°37' WEST 796 FEET, MORE OR LESS TO THE PLACE OF BEGINNING, SITUATED IN THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

PARCEL 5:

THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND A PORTION OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE EAST 80 RODS; THENCE NORTH 726 FEET; THENCE WEST 80 RODS; THENCE SOUTH 726 FEET TO THE PLACE OF BEGINNING;

AND ALSO A PORTION OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ BEGINNING AT THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$; THENCE EAST 656 FEET; THENCE SOUTH 11°43' EAST 310 FEET; THENCE SOUTH 66°37' WEST 796 FEET; THENCE NORTH 623 FEET TO THE PLACE OF BEGINNING.

PARCEL 6:

A TRACT IN THE SOUTHEASTERLY CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 18; THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 13 RODS 2.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY BOUNDARY OF THE ROAD KNOWN AND REFERRED TO AS THE CALVIN ROAD;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE BOUNDARY LINE OF SAID CALVIN ROAD A DISTANCE OF 10 RODS, MORE OR LESS, TO THE INTERSECTION WITH THE ROAD REFERRED TO AS THE PRATT ROAD OR THE GRANT ROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID PRATT OR GRANT ROAD A DISTANCE OF 22 RODS 4 FEET;

THENCE IN AN EASTERLY DIRECTION WITH A BEARING TO THE NORTH ALONG SAID ROAD A DISTANCE OF 10 RODS 6.0 FEET, MORE OR LESS, TO THE EAST BOUNDARY LINE OF SAID SUBDIVISION; THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 28 RODS 12 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 7:

THE SW $\frac{1}{4}$ NE $\frac{1}{4}$; THE SE $\frac{1}{4}$ NW $\frac{1}{4}$; THE N $\frac{1}{2}$ S $\frac{1}{2}$ EXCEPTING THAT LYING WESTERLY OF U.S. HWY NO. 91 OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

AND ALSO:

PORTION OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 18; THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE NORTH 726 FEET; THENCE IN A NORTHWESTERLY DIRECTION 1141 FEET; THENCE WEST 350 FEET TO THE PLACE OF BEGINNING; AND ALSO A PORTION OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 18; THENCE EAST 142 RODS; THENCE SOUTH 3 RODS; THENCE IN A SOUTHWESTERLY DIRECTION TO POST 13 RODS EAST OF GATE POST; THENCE FROM SAID POST NORTH 33 RODS TO THE PLACE OF BEGINNING.

AND ALSO: BEGINNING AT THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 18; TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN; THENCE WEST 1320 FEET; THENCE SOUTH 545 FEET; THENCE SOUTH 57°51' EAST 1000 FEET; THENCE NORTH 46°59' EAST 656 FEET; THENCE NORTH 623 FEET TO THE PLACE OF BEGINNING.

PARCEL 8:

THE S $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; AND A PORTION OF SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY,

IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 22.5 RODS WEST OF THE SOUTHEAST CORNER;
THENCE WEST 57.5 RODS; THENCE NORTH 80 RODS; THENCE EAST 80 RODS;
THENCE SOUTH 30 RODS; THENCE WEST 35 RODS; THENCE SOUTHERLY 54
RODS TO THE PLACE OF BEGINNING.

PARCEL 9:

W $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE
MERIDIAN, BANNOCK COUNTY, IDAHO, EXCEPTING THEREFROM:
BEGINNING AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE WEST 80
RODS; THENCE NORTH 26 RODS; THENCE EAST 80 RODS; THENCE SOUTH 26
RODS TO THE PLACE OF BEGINNING.

PARCEL 10:

THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND A PORTION OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 20,
TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SW $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE EAST 80
RODS; THENCE SOUTH 40 RODS; THENCE IN A WESTERLY DIRECTION 41
RODS; THENCE IN SOUTHEASTERLY DIRECTION ALONG PUBLIC ROAD TO
SOUTH LINE OF SAID 40; THENCE WEST 56 RODS; THENCE NORTH 80 RODS TO
THE PLACE OF BEGINNING.

AND ALSO A PORTION OF SW $\frac{1}{4}$ SW $\frac{1}{4}$ DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50 RODS NORTH OF THE SOUTHWEST CORNER OF
SECTION 20; THENCE NORTH 30 RODS; THENCE EAST 80 RODS; THENCE
SOUTH 80 RODS; THENCE WEST 38 RODS; THENCE NORTHERLY 54 RODS;
THENCE WEST 24 RODS TO THE PLACE OF BEGINNING.

PARCEL 11:

THE N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE
MERIDIAN, BANNOCK COUNTY, IDAHO.

EXCEPTING THEREFROM: A TRACT OF LAND LYING THE SOUTH AND
WESTERLY PORTION OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 12
SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 20;
THENCE NORTH ALONG THE WEST BOUNDARY LINE OF SAID SUBDIVISION A
DISTANCE OF 63 RODS 4.5 FEET, MORE OR LESS TO THE SOUTHWESTERLY
BOUNDARY LINE OF THE CALVIN ROAD; THENCE IN A SOUTHEASTERLY

10-10

20425939

DIRECTION ALONG SAID LAST MENTIONED BOUNDARY LINE A DISTANCE OF 77 RODS 13.5 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION; THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 29 RODS 10.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTIONS OF THE ABOVE DESCRIBED PREMISES FALLING WITHIN THE BOUNDS OF ROADS OR HIGHWAYS.

EXCEPTING THEREFROM ANY PORTIONS OF THE ABOVE DESCRIBED PREMISES FALLING WITHIN THE RIGHT OF WAY TO THE UNION PACIFIC RAILROAD.