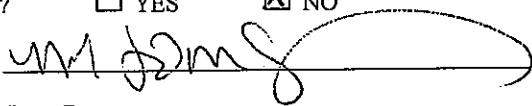


RECEIVED

FEB 27 2009

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): 45-167 B and 45-13666 _____
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)
Bill A. and Margaret Poulton _____
5. Expiration Date of Notification Period 01/29/2019 _____
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)

Loan Processor _____

For Office Use Only

Received by	Date	Fee
Received by <u>SRZ</u>	Date <u>2-27-09</u>	Receipt No. <u>2088095</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SUPPORT DATA

IN FILE # 45-167 B

RECORDATION REQUESTED BY:

D. L. Evans Bank
South Burley Branch
P.O. Box 1188
2281 Overland Ave.
Burley, ID 83318

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
2:09:39 pm 02-09-2009
2009-000563
NO. PAGES: 3 FEE: \$9.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

WHEN RECORDED MAIL TO:

D. L. Evans Bank
South Burley Branch
P.O. Box 1188
2281 Overland Ave.
Burley, ID 83318

SEND TAX NOTICES TO:

Bill A. Poulton
Margaret M. Poulton
977 South 150 East
Burley, ID 83318-9656

① #3159D.1
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 29, 2009, is made and executed between Bill A. Poulton and Margaret M. Poulton; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 1188, 2281 Overland Ave., Burley, ID 83318 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 27, 1999 (the "Mortgage") which has been recorded in Cassia County, State of Idaho, as follows:

recorded June 16, 1999 as Instrument No. 263426 and modification dated July 2, 2003, recorded October 21, 2003 as Instrument No. 292106 .

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

See Exhibit "A"

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 45-13666 WITH A CLAIMED PRIORITY OF MARCH 15, 1980 TO 1.2 CFS OF THE WATERS OF WILLOW CREEK, A TRIBUTARY OF THE SINKS RIVER, AND WATER RIGHT NO. 45-167B WITH A CLAIMED PRIORITY OF NOVEMBER 23, 1881 TO 3.14 CFS OF THE WATERS OF WILLOW CREEK, A TRIBUTARY OF THE SINKS RIVER, TOGETHER WITH ANY AND ALL WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES. , which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 977 South 150 East, Burley, ID 83318-9656.

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

Promissory Note # 1312150223 is being replaced with new Note # 1712106867 dated January 29, 2009 in the original principal amount of ***Fifty Two thousand Two Hundred Fifty Dollars and no/100*** (\$52,250.00) bearing an interest rate of 6.80% (The Five Year Treasury Rate Plus 5.00%) with a floor rate of 6.80% and due January 20, 2019. .

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 JANUARY 29, 2009.

GRANTOR:

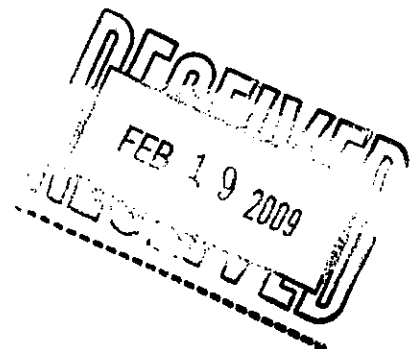
x Bill A. Poulton
Bill A. Poulton

x Margaret M. Poulton
Margaret M. Poulton

LENDER:

D. L. EVANS BANK

x Liam Barger
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Cassia)

On this 30th day of January, in the year 2009, before me Diane Barger, a notary public in and for the State of Idaho, personally appeared Bill A. Poulton and Margaret M. Poulton, husband and wife, known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Diane Barger
Notary Public for Idaho

My commission expires 11-7-12

Residing at Idaho 9d
DIANE BARGER
NOTARY PUBLIC
STATE OF IDAHO

LENDER ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Cassia)

On this 30th day of January, in the year 2009, before me Diane Barger, a notary public in and for the State of Idaho, personally appeared Diane Barger, to be Notary Officer, known or identified to me (or proved to me on the oath of _____), to be 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.

Linda Fernau
Notary Public for Idaho

My commission expires 4-4-12

Residing at Idaho 9d

LINDA FERNAU
NOTARY PUBLIC
STATE OF IDAHO

CONTINUATION

SCHEDULE A

Order Number: 31590.1

TOWNSHIP 12 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the Southeast corner of said Section 9;
Thence North 295 feet;
Thence West 250 feet;
Thence South 295 feet;
Thence East 250 feet to the Point of Beginning.

Tract No. 2:

Beginning at a point on the section line 1020 feet North of the Southeast Corner of said Section 9;
Thence West 216 feet;
Thence North 300 feet;
Thence East 216 feet;
Thence South along the section line 300 feet to the Point of Beginning.

Section 10: NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING the following described tracts:

Tract No. 1:

Beginning at the Southwest corner of said Section 10; thence North 0°09' East along the West line
of said Section 10 for 1125.0 feet to the True Point of Beginning;
Thence North 83°35'15" East 204.24 feet to a point;
Thence North 2°39'09" East 202.91 feet to a point;
Thence South 88°37'19" West 211.83 feet to a point;
Thence along the West section line South 0°09' West 220.41 feet to the True Point of Beginning.

Tract No. 2:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10;
Thence West 834.8 feet along the section line;
Thence North 208.7 feet;
Thence East 834.8 feet to a point on the E $\frac{1}{4}$ section line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 208.7 feet to the Point of Beginning.