

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 04 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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.

36-16706

1. Water Right No(s): 117 inches of Water right no 36-7460T (to be split)

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

Janss Farms, Inc.
P. O. Box 99
Bliss, ID 83314

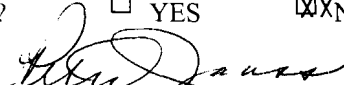
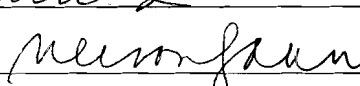
4. Name of Water Right Owner/Claimant(s)

Jeffrey A. Lund and Julie A. Lund

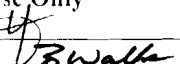
5. Expiration Date of Notification Period When Mortgage is satisfied

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

7. Signature(s) of Security Interest holder(s)
(and title if applicable)

For Office Use Only

Received by 

Received by B. Walker

Processed by _____ AJ

Date 3/5/08

Date 3/6/08

Date _____

Fee \$25

Receipt No. 5030052

WR _____

Date _____

REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, JEFFREY A. LUND and JULIE A. LUND, husband and wife, hereinafter called Mortgagors, do hereby grant, bargain, sell, and convey unto JANSSE FARM, INC., hereinafter called Mortgagee, the following described real property, located in Gooding County, Idaho:

See **Exhibit A** attached hereto and by this reference made a part hereof as if set forth in full, together with part of water Right # 37-7460T

Instrument # 225517

GOODING, GOODING, IDAHO

2-29-2008 02:43:47 No. of Pages: 5

Recorded for : LAND TITLE

DENISE M. GILL

Ex-Officio Recorder Deputy

Fee: 15.00

Mortgagee's address: Janss Farm, Inc.
PO Box 99
Bliss ID 83314

[Signature]

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Mortgagee, and their heirs and assigns, forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Six Hundred Sixty-Nine Thousand Dollars (\$669,000.00), in accordance with the terms of a Promissory Note of even date herewith, payable to the order of the Mortgagee, with final payment date on or before February 28, 2016, and providing for acceleration of the due date of the principal for default in the payment of any installment of principal or interest, or any part thereof, and providing for a reasonable attorney's fees in case of suit or action.

The Mortgagors covenant and agree as follows:

1. That they are the owners of the above described premises, and that the same are free from all encumbrances.
2. That they will pay the indebtedness hereby secured, promptly, according to the terms of said promissory note.
3. That they will pay all taxes, liens, and assessments of any nature hereafter levied or imposed, or becoming payable upon said premises, not later than the date of delinquency.
4. That they will at all times during the term of this mortgage, keep the improvements located on the premises in as good a condition and repair as they now are in, all at Mortgagors's expense, wear and tear excepted.
5. That they will, at all times during this mortgage, keep the improvements on the above

described real property insured against fire and other casualty in an amount equal to the replacement cost thereof, which policy of insurance shall include an appropriate loss payee clause in favor of Mortgagors and Mortgagee as his interest may appear hereunder from time to time.

6. That they will perform all other of the covenants and conditions contained in this mortgage, and said promissory note.

7. That they will not commit or suffer waste upon the above described property during the period of the mortgage.

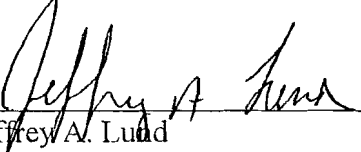
8. Should Mortgagors become in default under any term or condition of this Mortgage, Mortgagee shall, prior to instituting any action of foreclosure, first give to Mortgagors a written notice to be mailed by certified mail to Mortgagors at:

Jeffrey and Julie Lund
1444 East 2950 South
Wendell ID 83355

describing in detail the nature of each claimed event of default; provided, however, that no such notice shall be given until there has been a default of at least fifteen (15) days in duration. Mortgagors shall have thirty (30) days from the date of receipt of said notice in which to fully effect a cure of the event of default. If the event of default has not been duly cured within the 30-day period, Mortgagee may commence to enforce their remedies under the note and Mortgage.

NOW, THEREFORE, if the said Mortgagors shall pay or cause to be paid all monies which may become due upon said promissory note, and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants and agreements herein contained and not corrected pursuant to the notice and cure provisions above stated, then the Mortgagee and its heirs, or assigns, at their option, may declare the entire indebtedness hereby secured, immediately due and payable, and foreclose this mortgage, and cause said mortgaged premises to be sold, in the manner provided by law, and out of the monies arising from such sale, retain unpaid principal and accrued interest, together with the costs and charges of such foreclosure suit and sale, including such sums as the Court may adjudge reasonable as attorney's fees to be allowed the Mortgagee, and the overplus, if any there be, pay over to the Mortgagors, and their heirs, successors, or assigns.

IN WITNESS WHEREOF, this Mortgage has been executed this 29th day of January, 2008.



Jeffrey A. Lund



Julie A. Lund

STATE OF IDAHO)
) SS.
County of Gooding)

On this 29th day of January, 2008, before me, the undersigned, a Notary Public in and for said County and State, Personally appeared JEFFREY A. LUND and JULIE A. LUND known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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



NOTARY PUBLIC FOR IDAHO
Residing at: Jerome, ID
Commission Expires: 02-23-2011

Exhibit A

LAND DESCRIPTION
FOR
PETER JANSS
R E V I S E D

TOWNSHIP 7 SOUTH, RANGE 14 EAST, BOISE MERIDIAN
SECTION 21 AND 28

GOODING COUNTY, IDAHO

SECTION 21: THE SE $\frac{1}{4}$
SECTION 28: The N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ AND THAT PORTION OF
THE SE $\frac{1}{4}$ - Described as follows:

Beginning at the Southeast corner for Section 28
the TRUE POINT OF BEGINNING;

thence South 89° 55' 00" West 2454.84 feet
along the Southerly boundary of Section 28 to
the Northerly Right-of-Way boundary for Old State
Highway 25, FAS-1;

thence 186.28 feet Northwesterly on a curve
left having a Radius of 1943.00 feet and a Chord
of North 82° 14' 18" West 186.21 feet to the
Westerly boundary of the SE $\frac{1}{4}$, Section 28;

thence NORTH 316.94 feet along said boundary
to an existing fence;

thence Northerly along said fence the following
courses:

North 45° 15' 54" East 327.49 feet;

North 28° 38' 44" East 751.74 feet;

North 11° 07' 15" East 509.77 feet;

North 27° 47' 50" West 1022.13 feet to
the Northerly boundary of SE $\frac{1}{4}$, Section 28;

thence North 89° 57' 41" East 2425.07 feet
along said Northerly boundary to the Northeast
corner of SE $\frac{1}{4}$;

thence South 0° 00' 32" West 2634.63 feet
along the Easterly boundary to the TRUE POINT OF
BEGINNING;

Said Parcel of land containing 136.07 Acres more or
less.

Exhibit A continued

LAND DESCRIPTION continued.....

FOR

PETER JANSS

GOODING COUNTY, IDAHO

Parcel is subject to a 25.00 feet in width County Road right-of-way along the Southerly boundary;

ALSO subject to a 100.00 feet in width Idaho Power Easement for Powerline Number 426 described as follows:

Beginning at the Southeast corner for Section 28;

thence 950.00 feet along the Southerly boundary of Section 28 to the center line of said 100.00 feet in width Powerline Easement.

thence North $28^{\circ} 24' 14''$ West 2994.97 feet along the center line of said Easement to the Northerly boundary of said SE $\frac{1}{4}$, Section 28;

NOTE: Record of Survey filed with Gooding County.



PAGE TWO OF TWO PAGES: