

QUITCLAIM DEED

Instrument # 2073137
JEROME COUNTY, JEROME, IDAHO
2007-05-25 11:53:38 No. of Pages: 1
Recorded for: LAND TITLE & ESCROW
MICHELLE EMERSON Fee: 3.00
Ex-Officio Recorder Deputy *T. Emerson*

For Value Received

DeAnn Richins, a married woman

Hereinafter called the grantor, hereby renounces, releases, and forever Quitclaims unto

DeAnn Richins and Lloyd Richins, wife and husband

ADDRESS: 550 SOUTH 2809 EAST, PAUL, ID 83347

RECEIVED

DEC 11 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Hereinafter called the grantees, the following described premises, in Jerome County, Idaho to-wit:

**TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 14: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 15: SE $\frac{1}{4}$

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

Dated: May 22 2007

DeAnn Richins
DeAnn Richins

STATE OF IDAHO)

) ss.

COUNTY OF Jerome)

On this 22nd day of May, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared DeAnn Richins, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Chimene Smith
Notary Public

Residing at: *Minidoka*

My Commission expires: *1/30/13*



RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

DeAnn Richins
Lloyd Richins
2808 East 550 South
Paul, ID 83347

Instrument # 2073138

JEROME COUNTY, JEROME, IDAHO

2007-05-25 11:56:27 No. of Pages: 6

Recorded for : LAND TITLE & ESCROW

MICHELLE EMERSON

Ex-Officio Recorder Deputy

RECEIVED

DEC 01 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated May 21, 2007, is made and executed between DeAnn Richins and Lloyd Richins; Wife and Husband (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 1188, 397 North Overland Ave., Burley, ID 83318 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Minidoka County, State of Idaho:

TOWNSHIP 9 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 14: W1/2SW1/4;

SECTION 15: SE1/4

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 38-2337 WITH A CLAIMED PRIORITY OF AUGUST 19, 1957 TO 3.12 CFS OF GROUND WATER, 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 2808 East 550 South, Paul, ID 83347.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property, (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond,

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