

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 15 2008

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

DEV

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). PD PD PD PD PD 43-4213, 43,4212, 43,10457, 43,4221 & 43-13039 _____
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) Arden Eugene Wickel & Wynell F. Wickel
5. Expiration Date of Notification Period March 15, 2028
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable)

Arden E. Wickel

Wynell F. Wickel

For Office Use Only

Received by AM
 Received by AM
 Processed by _____ AJ

Date 5/15/08
 Date 5/15/08
 Date _____

Fee 125.00
 Receipt No. 20080904
 WR _____ Date _____

SUPPORT DATA

43-4212
IN FILE # _____

RECORDATION REQUESTED BY:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

CASSIA COUNTY

RECORDED FOR:

LAND TITLE AND ESCROW
4:19:53 pm 04-16-2008

2008-002468

NO. PAGES: 4

FEE: \$12.00

LARRY A. NICKELSEN
COUNTY CLERK

DEPUTY: VIKI

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

SEND TAX NOTICES TO:

Arden Eugene Wickel
Wynell F. Wickel
2337 East 1500 South
Malta, ID 83342

#37697

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 7, 2008, is made and executed between Arden Eugene Wickel and Wynell F. Wickel; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 517, Corner of Market & Main, Albion, ID 83311 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 31, 2003 (the "Mortgage") which has been recorded in Cassia County, State of Idaho, as follows:

recorded August 5, 2003 as instrument No. 290435.

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

See Exhibit "A", 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 2337 East 1500 South, Malta, ID 83342.

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

Promissory Note # 1212122684 is being replaced with new Note # 1212124159 dated April 7, 2008 in the original principal amount of ***Ninety Thousand Six Hundred Seventy Four Dollars and 49/100*** (\$90,674.49) bearing an interest rate of 7.25% (The Published Wall Street Journal Prime Rate Plus 2.00% with a floor rate of 6.75 and a ceiling rate of 15.25% and due March 15, 2018.

Adding (2) water rights:

Water Right No. 43-4221 with a claimed priority of January 01, 1909 to 0.16 CFS of ground water and Water Right No. 43-13039 with a claimed priority of June 30, 1985 to 0.64 CFS of Ground water.

Add FSA Verbiage

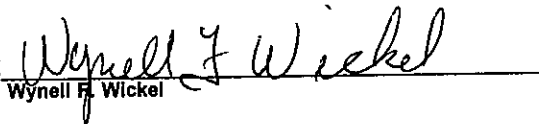
Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible to production of an agricultural commodity, further explained in 7CFR Part 1940, Subpart G, Exhibit M.

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 endorser 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 APRIL 7, 2008.

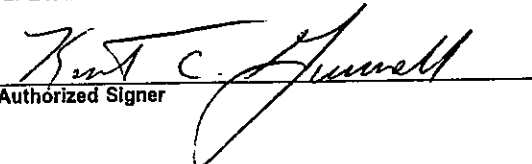
GRANTOR:

x 
Arden Eugene Wickel

x 
Wynell F. Wickel

LENDER:

D. L. EVANS BANK

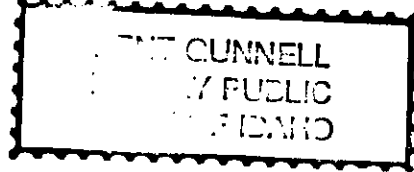
x 
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

)
) SS
)

COUNTY OF Cassia

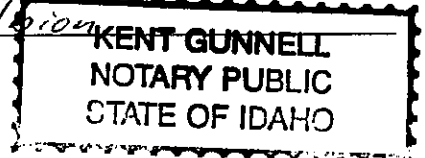


On this 10 day of April, in the year 20 08, before me
a notary public in and for the State of Idaho, personally appeared Arden Eugene Wickel and Wynell F. Wickel, husband and wife, known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Kent C. Gunnell
Notary Public for Idaho

Residing at Albion

My commission expires 12-15-2010



LENDER ACKNOWLEDGMENT

STATE OF Idaho

)
) SS
)

COUNTY OF Cassia

On this 10th day of April, in the year 20 08, before me Sue Ellen Keller
a notary public in and for the State of Idaho, personally appeared Kent C. Gunnell
known or identified to me (or proved to me on the oath of _____), to be

Loan Officer authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

Sue Ellen Keller
Notary Public for Idaho

Residing at Albion, Idaho

My commission expires 4-9-11

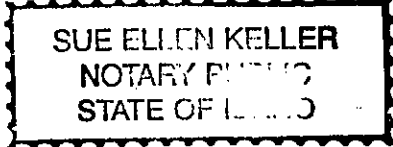


EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL NO. 2:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: Part of the E $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said Section 7, running thence South
3926.4 feet to the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7;
Thence South 89°7' West along the South line of said Government Subdivision
2000 feet;
Thence North 15°47' West 1286.8 feet;
Thence North 17°20' East 1174.5 feet;
Thence North 6°40' West 1585 feet;
Thence North 89°23' East 2184 feet to the Place of Beginning;

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Commencing at the Northeast corner of said Section 7, running thence South on
the East line of said Section 7 for 466.67 feet;
Thence South 89°23' West 520 feet;
Thence North 466.67 feet;
Thence North 89°23' East 520 feet to the Place of Beginning.

-Continued-

CONTINUATION

Tract No. 2:

Beginning at a point on the East boundary line of said Section 7, 1963.2 feet South of the Northeast corner thereof; running thence West parallel with the North boundary line of said Section for 1912 feet;
Thence in a generally Southerly direction parallel with the West boundary line of the land in said Section, Township and Range heretofore conveyed by Wells Hadfield and Sylvia A. Hadfield, his wife, to the parties of the first part (Jay E. Wake and Thora G. Wake, husband and wife) a distance of 1018 feet;
Thence West 30 feet to the West boundary line of the said tract conveyed by the Hadfields;
Thence South along the West boundary line of the said Hadfield land to the South boundary line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7;
Thence East along the South boundary line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 7 to the East boundary line of said Section;
Thence North along the East boundary line of said Section 1963.2 feet to the Place of Beginning.

Tract No. 3:

Beginning at the Northeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7; thence South 89°23' West 520 feet to the True Point of Beginning;
Thence South 660 feet;
Thence West 140 feet;
Thence North 330 feet;
Thence Northwesterly 338 feet, more or less, to a point on the North boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, which is 215 feet West of the True Point of Beginning;
Thence East along the North boundary line 215 feet to the True Point of Beginning.

PARCEL NO. 3:

An easement in and through, and the right to the use of that certain irrigation ditch, over, upon and across the said premises, known as the Hadfield ditch, and any branch ditches leading therefrom, for the purpose of transporting and conveying water for irrigation purposes through the said ditch and ditches for the irrigation of the real estate formerly owned by Wells Hadfield, as evidenced by Warranty Deed recorded December 7, 1940 as Instrument No. 137310 in Book 45 of Deeds on Page 530, records of Cassia County, Idaho. Said easement runs across Exception Tract No. 2 above, for the benefit of above described property.

PARCEL NO. 4:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 8: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, EXCEPT for the East 165 feet thereof.