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STATE OF IDAHO
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.

- PD
1. Water Right No(s): 21-12944 OK ER
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
Idaho AgCredit, PCA
P.O. Box 386
Rexburg, Idaho 83440
 4. Name of Water Right Owner/Claimant(s) Jack Steinman and Rudy Steinms
 5. Expiration Date of Notification Period 8-1-2018
 6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
 7. Signature(s) (and title if applicable) Idaho AgCredit, PCA
by: Marc Jannasch, V.P.

For Office Use Only

Received by <u>BMK</u>	Date <u>9-25-08</u>	Fee <u>25.00</u>
Received by <u>BMK</u>	Date <u>9-25-08</u>	Receipt No. <u>E034444</u>
Processed by _____	Date _____	WR _____ Date _____

RECEIVED

SEP 25 2008

Department of Water Resources
Eastern Region

SCHEDULE A

First American Title Insurance Company

**First American Title Company
535 First American Circle
Rexburg, ID 83440**

File No.: **269372-RX**

Policy No.: **269372-RX**

Loan No.:

Address Reference: **bare ground St. Anthony, ID 83445**

Amount of Insurance: **\$50,500.00**

Premium: **\$75.00**

Date of Policy: **September 3, 2008 at 2:31 P.M.**

1. Name of Insured:

Idaho AgCredit, PCA, its successors and assigns, as their interests may appear, as defined in the paragraph entitled "Definitions of Terms" contained in this Policy.

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

John Steinman and Alma Steinman, husband and wife and Rudy Steinman and Susan Steinman, husband and wife

4. The Insured Mortgage, and its assignments, if any, are described as follows:

**Real Estate Mortgage dated August 22, 2008 to secure an indebtedness of \$50,500.00
Recorded: September 03, 2008 as Instrument No. 518685**

Mortgagor: John Steinman aka Jack Steinman and Alma Steinman and Rudy Steinman aka Rudolf T. Steinman and Susan Steinman aka susan L. Steinman, husband and wife

Mortgagee: Idaho AgCredit, PCA

5. The Land referred to in this policy is described as follows:

**TOWNSHIP 7 NORTH, RANGE 43 E.B.M., FREMONT COUNTY, IDAHO
SECTION 10: NE $\frac{1}{4}$ NW $\frac{1}{4}$**

6. This policy incorporates by reference those ALTA endorsements selected below:

- ☐ 4-06 (Condominium)
- ☐ 4.1-06
- ☐ 5-06 (Planned Unit Development)
- ☐ 5.1-06
- ☐ 6-06 (Variable Rate)
- ☐ 6.2-06 (Variable Rate--Negative Amortization)
- ☐ 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state statute(s): NONE
- ☐ 9-06 (Restrictions, Encroachments, Minerals)
- ☐ 13.1-06 (Leasehold Loan)
- ☐ 14-06 (Future Advance-Priority)
- ☐ 14.1-06 (Future Advance-Knowledge)
- ☐ 14.3-06 (Future Advance-Reverse Mortgage)
- ☐ 22-06 (Location) the type of improvement is a and the street address is as shown above.

SCHEDULE B

File No. 269372-RX

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B- Part II,] This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2008 taxes are an accruing lien, not yet due or payable.
8. Levies and assessments of Fremont - Madison Irrigation District.
9. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
10. Exceptions and reservations contained in Deed from the State of Idaho, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A. Idaho Code.
11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded July 23, 2002, as instrument number 475647, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). Affidavit of Correction recorded February 21, 2003, as Instrument No. 479668.

SCHEDULE B

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

NONE