

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 08 2008

DEPARTMENT OF
WATER RESOURCES

DEV

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): 36-16211, 36-13645, 36-16210
 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)

Susan C. Bailey and/or P. Chad Bailey
5. Expiration Date of Notification Period 4-9-28
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable)

M. Jones
Loan Processor

For Office Use Only

Received by *WJ*
 Receipted by
 Processed by AJ

Date 5/8/08
 Date 5/8/08
 Date

Fee 75.00
 Receipt No. 1091023
 WR Date

SUPPORT DATA

IN FILE # 36-13645

RECORDATION REQUESTED BY:

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

Instrument # 496206

MINIDOKA COUNTY, RUPERT, IDAHO

4-10-2008 03:25:13 No. of Pages: 3

Recorded for : BURLEY LAND TITLE

DUANE SMITH

Fee: 17.00

Ex-Officio Recorder Deputy

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:

Parley Chad Bailey
Susan C. Davis-Bailey
428 South 200 West
Rupert, ID 83350

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#39407 MC

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 9, 2008, is made and executed between Parley C. Bailey, aka P. Chad Bailey, Chad Bailey and Parley Chad Bailey and Susan C. Bailey; husband and wife ("Grantor") and D. L. Evans Bank, whose address is South Burley Branch, P.O. Box 1188, 2281 Overland Ave., Burley, ID 83318 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 6, 2002 (the "Deed of Trust") which has been recorded in Minidoka County, State of Idaho, as follows:

recorded on December 9, 2002 as Instrument No. 285329, re-recorded on June 25, 2003 as Instrument No. 466507, modified on June 24, 2003, recorded on July 1, 2003 as Instrument No. 466636, modified on August 11, 2004, recorded on August 12, 2004 as Instrument No. 473877, modified on September 23, 2005, recorded on September 26, 2005 as Instrument No. 480509, extension dated September 12, 2006, recorded on September 18, 2006 as Instrument No. 486796, modified on October 25, 2006, recorded on October 27, 2006 as Instrument No. 487455, extension dated October 15, 2007, recorded on October 26, 2007 as Instrument No. 493619, extension dated January 10, 2008, and recorded on January 15, 2008 as Instrument No. 494835.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Minidoka County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 36-13645 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1978 TO 0.08 CFS OF GROUNDWATER, AND WATER RIGHT NO. 36-16210 WITH A CLAIMED PRIORITY OF MAY 4, 1978 TO 0.11 CFS OF GROUNDWATER, AND WATER RIGHT NO. 36-16211 WITH A CLAIMED PRIORITY OF MAY 23, 1962 TO 0.03 CFS OF GROUNDWATER, 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 428 South 200 West, Rupert, ID 83350.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

1. Note #1741005846 is being replaced with new Note #1712006493 in the principal amount of **THREE HUNDRED FORTY-SEVEN THOUSAND THIRTY-THREE DOLLARS AND NO/100** (\$347,033.00), bearing interest at the rate of 7.250% (The Published Wall Street Journal Prime Rate plus 2.000% with a floor rate of 6.750% and a ceiling rate of 15.250%) and due on April 10, 2023.
2. Note #1741004772 is being replaced with new Note #1712006494 in the principal amount of **TWO HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED ONE DOLLARS AND 75/100** (\$251,201.75), bearing interest at the rate of 7.250% (The Published Wall Street Journal Prime Rate plus 2.000% with a floor rate of 6.750% and a ceiling rate of 15.250%) and due on April 5, 2009.
3. The Maximum Credit amount is changing from \$451,028.00 to \$598,234.75.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust 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 Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust 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 Deed of Trust 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 DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 9, 2008.

GRANTOR:

x Parley Chad Bailey
Parley Chad Bailey

x Susan C. Davis-Bailey
Susan C. Davis-Bailey

LENDER:

D. L. EVANS BANK

x Idiana Baigh
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

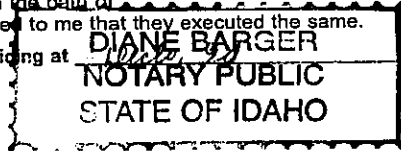
STATE OF Idaho)
) SS
COUNTY OF Cassia)

On this 10th day of April, in the year 2008, before me Diane Barger, a notary public in and for the State of Idaho, personally appeared Parley Chad Bailey and Susan C. Davis-Bailey, 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

Residing at _____

My commission expires 11-7-12



LENDER ACKNOWLEDGMENT

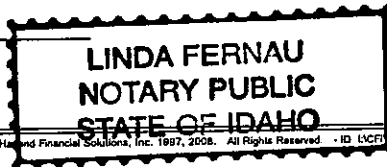
STATE OF Idaho)
) SS
COUNTY OF Cassia)

On this 10th day of April, in the year 2008, before me Diane Barger, a notary public in and for the State of Idaho, personally appeared Diane Barger, known or identified to me (or proved to me on the oath of _____), to be John D. 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.

Linda Fernau
Notary Public for Idaho

Residing at Harley

My commission expires 4-4-12



**TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

Section 18: **That part of Lot 2 and that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:**

Beginning at the Northwest corner of said Section 18; thence South along the West section line of said Section 18 for 1324.50 feet to a point, which point shall be known as the True Point of Beginning;
Thence South along the West section line of said Section 18 for 604.56 feet;
Thence North 89°53'10" East for 242.41 feet;
Thence South 0°59'45" East for 203.07 feet;
Thence North 88°23'16" East for 333.38 feet along the Lateral Centerline;
Thence North 84°12'20" East along said Lateral Centerline for 106.68 feet;
Thence North 77°47'02" East along said Lateral Centerline for 212.43 feet;
Thence North 66°57'09" East along said Lateral Centerline for 157.88 feet;
Thence North 36°22'01" East along said Lateral Centerline for 55.04 feet;
Thence North for 635.98 feet;
Thence West for 1070.98 feet to the True Point of Beginning.