

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEV
RECEIVED
DEC 14 2007
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.

1. Water Right No(s): ^{Lic} 57-7445, ^{Permit} 57-7574, ^{PO} 57-7211B _____
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

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

Gary L. Schwisow and Teresa A. Schwisow _____
5. Expiration Date of Notification Period

11-15-2027 _____
6. Is this a Renewal of Request for Notification?

☐ YES ☐ NO
7. Signature(s) (and title if applicable)

M. Somers _____

Loan Processor _____

For Office Use Only

Received by _____	Date _____	Fee <u>75.00</u>
Received by <u>KAW</u>	Date <u>12/14/07</u>	Receipt No. <u>C086516</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SUPPORT DATA
IN FILE # 57-07211B

RECORDATION REQUESTED BY:

D. L. Evans Bank
Nampa Karcher Branch
1636 Caldwell Blvd.
Nampa, ID 83651

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Nampa Karcher Branch
1636 Caldwell Blvd.
Nampa, ID 83651

SEND TAX NOTICES TO:

Gary L. Schwisow
Teresa A. Schwisow
1550 Hwy. 78
Melba, ID 83641

Instrument # 263256

MURPHY, OWYHEE, IDAHO

2007-12-04

04:29:46 No. of Pages: 2

Recorded for: PIONEER TITLE CO

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy

Fee: 6.00

Index to: DEED OF TRUST, MODIFICATION

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 30, 2007, is made and executed between Gary L. Schwisow and Teresa A. Schwisow; Husband and Wife ("Grantor") and D. L. Evans Bank, whose address is Nampa Karcher Branch, 1636 Caldwell Blvd., Nampa, ID 83651 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 13, 2007 (the "Deed of Trust") which has been recorded in Owyhee County, State of Idaho, as follows:

Deed of Trust dated November 13, 2007 and recorded November 14, 2007 as Instrument No. 263074 and modified this date.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Owyhee 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 See Legal Description, Melba, ID 83641.

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

Deed of Trust is being modified to add the following water right information:

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 57-7445 WITH A CLAIMED PRIORITY OF APRIL 29, 1985 TO 0.73 CFS OF GROUND WATER, AND WATER RIGHT NO. 57-7574 WITH A CLAIMED PRIORITY OF MAY 31, 1993 TO 0.73 CFS OF GROUNDWATER, AND WATER RIGHT NO. 57-7211B WITH A CLAIMED PRIORITY OF APRIL 6, 1978 TO 0.25 CFS OF GROUNDWATER, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

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 endorers 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 NOVEMBER 30, 2007.

GRANTOR:

x Gary L. Schwisow
Gary L. Schwisow

x Teresa A. Schwisow
Teresa A. Schwisow

LENDER:

D. L. EVANS BANK

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Canyon

On this 3rd day of December, in the year 2008, before me, [Signature], a notary public in and for the State of Idaho, personally appeared Gary L. Schwisow and Teresa A. Schwisow, Husband and Wife, known or identified to me (or proved to me on the oath of [Signature]), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho

Residing at [Signature]

My commission expires 3-17-2012



INDEXED
SCANNED

File No.: 200710398

EXHIBIT A

The land referred to in this commitment/policy is situated in the State of Idaho, County of Owyhee and is described as follows:

A part of Government Lots 1, 2 and 3 and part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 3 West of the Boise Meridian in Owyhee County, Idaho, more particularly described to-wit:

COMMENCING at the Southwest corner of said Section 8; thence

North 89°31'31" East 2265.43 feet, along the South line of said Section 8, to a point on the centerline of a State Highway; thence meandering along the said centerline

North 36°09'00" West 1114.24 feet, (formerly stated as 1115.47 feet); thence

North 36°07'38" West 111.28 feet, (formerly stated as North 36°09'00" West 11.24 feet), to a point on a curve; thence curving to the left 244.43 feet along a curve having a radius of 2291.83 feet, a central angle of 6°06'39", a tangent of 122.33 feet and a chord bearing North 39°12'47" West 244.32 feet, to the INITIAL POINT of this description, said point being on a curve; thence continuing to curve to the left 367.54 feet along a curve having a radius of 2291.83 feet, a central angle of 9°11'19", a tangent of 184.16 feet and a chord bearing North 46°51'46" West 367.15 feet; thence leaving said centerline

North 12°17'00" East 299.64 feet, to a point on the Mean High Water Mark of the Snake River; thence meandering along said Mean High Water Mark

South 67°43'00" East 516.33 feet; thence leaving said Mean High Water Mark

South 85°12'40" East 161.65 feet; thence leaving said Mean High Water Mark

South 52°25'07" West 548.52 feet to the INITIAL POINT of this description.