

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.

- FD
1. Water Right No(s): 78-10106 _____
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) Allan Ranstrom, Pamela Ranstrom _____
 5. Expiration Date of Notification Period 10/19/2017 _____
 6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO
 7. Signature(s) (and title if applicable) Melinda Johnson _____
Loan Processor _____

For Office Use Only

Received by <u>AMB</u>	Date <u>12-07-06</u>	Fee <u>25.00</u>
Received by <u>AMB</u>	Date <u>12-07-06</u>	Receipt No. <u>1082779</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

INSTRUMENT NO. 113066

Instrument # 113066

COUNCIL, ADAMS, IDAHO

2006-11-13 01:30:08 No. of Pages: 3

Recorded for : TIMBERLINE TITLE & ESCROW

MICHAEL FISK

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: MORTGAGE MODIFICATION

Space Above This Line For Recording Data

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 19, 2006. The parties and their addresses are:

MORTGAGOR:

ALLAN RANSTROM

HUSBAND

565 WEST ASHBOURNE DRIVE

EAGLE, Idaho 83616

PAMELA RANSTROM

WIFE

565 WEST ASHBOURNE DRIVE

EAGLE, Idaho 83616

LENDER:

D.L. EVANS BANK

Organized and existing under the laws of Idaho

3845 West State Street

Boise, Idaho 83703

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated AUGUST 1, 2005 and recorded on AUGUST 4, 2005 (Security Instrument). The Security Instrument was recorded in the records of ADAMS County, Idaho at INSTRUMENT NO. 109641 and covered the following described Property:

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

TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCHES AND DITCH RIGHTS, THEREON OR APPURTENANT THERETO, INCLUDING, BUT NOT LIMITED TO RIGHTS TO GROUND WATERS PRODUCED FROM A WELL OR WELLS LOCATED OR TO BE LOCATED ON THE MORTGAGED PREMISES, ESPECIALLY SUCH UNDER STATE OF IDAHO LICENSED AND CERTIFICATE OF WATER RIGHT NO. 78-10106.

The property is located in ADAMS County at 4310 HIGHWAY 95, NEW MEADOWS, Idaho 83654.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$400,448.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 2051102129/50, dated October 19, 2006, from Mortgagor to Lender, with a maximum credit limit of \$400,448.00 and maturing on October 19,

2007. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Allan Ranstrom
ALLAN RANSTROM

Individually

Pamela Ranstrom
PAMELA RANSTROM

Individually

LENDER:

D.L. Evans Bank

By *Kelly Human*

Kelly Human, Assistant Vice President & Branch Manager

ACKNOWLEDGMENT.

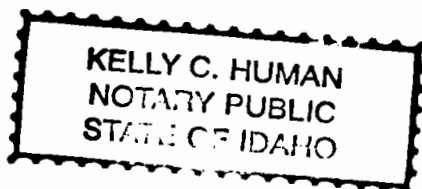
(Individual)

State OF Idaho, County OF Ada ss.

On this 30th day of October, 2006, before me
Kelly C Human a Notary Public, personally appeared ALLAN RANSTROM, HUSBAND,
and PAMELA RANSTROM, WIFE, known or identified to me (or proved to me on the oath of
(), to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged to me that he/she/they executed the same.

My commission expires: 3/21/12

Kelly C Human
(Notary Public)



(Lender Acknowledgment)

State Idaho OF Idaho County Ada OF Ada ss.
On this 30 day of October, 2006, before me,
Jeni Kidd a Notary Public, personally appeared Kelly Human, known or identified
to me (or proved to me on the oath of _____) to be the Assistant Vice
President & Branch Manager of the corporation that executed the instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

My commission expires: 11/09/2011

[Signature]
(Notary Public)

