

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 15 2005
Department of Water Resources
Southern Region

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).: 37-7092
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
Barbara Hunsaker, Rulon Earl Hunsaker
& Jack Raymond Hunsaker
3727 South 1600 East
Wendell ID 83355
4. Name of Water Right Owner/Claimant(s) Justin Astorquia
5. Expiration Date of Notification Period April 1, 2025
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)
Barbara E Hunsaker
Rulon Earl Hunsaker
by Barbara E Hunsaker POA
Justin Astorquia

For Office Use Only

Received by _____	Date _____	Fee <u>25.00</u>
Receipted by _____	Date _____	Receipt No. <u>5027920</u>
Processed by _____	AJ Date _____	WR _____ Date _____

COPY
RECEIVED

DEC 22 2005

DEPARTMENT OF
WATER RESOURCES

REAL ESTATE MORTGAGE

THIS MORTGAGE, Made this 22 day of April, 2005, by and between Justin Astorquia, referred to herein as the "Mortgagor", and Barbara E. Hunsaker, Rulon Earl Hunsaker and Jack Raymond Hunsaker, referred to herein as the "Mortgagee",

WITNESSETH:

Should there be more than one Mortgagor herein, the word "Mortgager" in singular form and the language of this instrument shall be construed as plural and be binding upon all the Mortgagors; and the word "Mortgagee" shall be construed as including any and all lawful holders hereof; and both the words "Mortgagor" and "Mortgagee" shall be construed as inuring to the benefit of and binding upon the heirs, executors, administrators, successors and assigns of each, as the case may be.

FOR VALUABLE CONSIDERATION, the adequacy and receipt of which is hereby acknowledged, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns forever, all of that certain real property situated in the County of Gooding, State of Idaho, more particularly described on Exhibit "A" attached hereto and incorporated by reference.

TOGETHER with all and singular the buildings, tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and all improvements now or hereafter located thereon, including any equipment now or hereafter used for the production of water thereon or for the irrigation or drainage thereof, and the reversions, remainders, rents, issues and profits thereof, and also hereby releasing and waiving all rights under and by virtue of any homestead, stay, appraisement and exemption laws now in force or which may hereafter become laws; and

TOGETHER with all water, water rights, ditches and rights of way for ditches used in connection therewith, including the water rights evidenced by water right number 37-7092 and all other water rights now owned by the Mortgagor or hereafter obtained for the beneficial use upon all or any of the above described real property, whether for irrigation or domestic uses.

TO HAVE AND TO HOLD said real property with the appurtenances aforesaid unto the Mortgagee, its successors and assigns forever.

Instrument # 211208

GOODING, GOODING, IDAHO

2005-05-19 03:00:51 No. of Pages: 6

Recorded for : SEVERT SWENSON, JR

HELEN EDWARDS

Fee: 18.00

Ex-Officio Recorder Deputy

Heri John

This Mortgage is intended to secure payment of the sum of \$98,250.00 as evidenced by the Promissory Note of even date, given by Justin Astorquia to Barbara E. Hunsaker, Rulon Earl Hunsaker and Jack Raymond Hunsaker, with a final payment date of April 1, 2025; and

- (a) Any and all extensions or renewals and successive extensions or renewals of the Promissory Note above described or of the indebtedness represented thereby; and
- (b) All sums of money expended by the Mortgagee in payment of taxes, insurance premiums, title insurance reports and otherwise in the protection of its security hereunder and attorney's fees and costs in the event of enforcement of the terms and provisions of this Real Estate Mortgage; and
- (c) All other indebtedness of every kind and description now or hereafter owed or owing by the Mortgagor to the Mortgagee or resulting from future advances by the Mortgagee to the Mortgagor, or incurred in any other manner or respect, whether evidenced by promissory notes or carried as open accounts; all of which shall be referred to herein as the "indebtedness secured hereby".

The Mortgagor covenants and warrants that it is lawfully seized in fee simple title to the above described real property and that this Mortgage shall constitute a valid mortgage lien thereon.

The Mortgagor agrees that it will keep the improvements, if any, upon said real property insured against loss by fire and other comprehensive causes in full insurable value thereof, and each policy evidencing that insurance shall carry a "Mortgage Clause" showing the interest of the Mortgagee therein and shall be delivered to the Mortgagee. In the event of the failure or neglect of the Mortgagor to keep the improvements so insured, the Mortgagee may cause the same to be insured at the expense of the Mortgagor, and upon demand, the Mortgagor will repay to the Mortgagee all sums paid by the Mortgagee to maintain said insurance, together with interest thereon from the date when paid until repaid at the rate of 18% per annum; and this Mortgage shall stand as security for payment of those sums, with accruing interest, to the Mortgagee. In the event of loss through an insured cause, at the option of the Mortgagee the insurance proceeds shall be applied either in payment upon the indebtedness secured hereby or in payment of the costs and expense of restoring the damaged premises.

The Mortgagor agrees to pay all taxes and assessments of every kind or nature levied or assessed upon said real property while this Mortgage shall remain in force and effect. In the event of the failure or neglect by the Mortgagor to pay those taxes and assessments when due and before the same shall become delinquent, the Mortgagee may pay those taxes and assessments and upon demand require repayment thereof by the Mortgagor with accruing interest thereon from the date when paid until repaid at the rate of 18% per annum; and this Mortgage shall stand as security for payment of all sums of money with accruing interest, expended for those purposes.

The Mortgagor agrees that it will pay the indebtedness evidenced by said Promissory Note and each installment thereof according to the terms of said Promissory Note, and will pay all other indebtedness secured hereby, upon demand.

Upon payment in full of the indebtedness secured hereby at the time and in the manner herein required, this Mortgage shall be void and of no further force or effect; but otherwise it shall remain in full force and effect as a Mortgage to secure payment of the indebtedness secured hereby and to secure performance of all the covenants of the Mortgagor herein contained.

The Mortgagor agrees that should it be in default in the performance of any of the terms and conditions of this Mortgage or of said Promissory Note, and said real property or any part thereof be rented or be vacant and available for rental, the Mortgagor does hereby assign, transfer and set over to the Mortgagee to be applied toward the payment of the indebtedness secured hereby, all the rents, revenues and income to be derived from the mortgaged premises during such time as any part of the indebtedness secured hereby shall remain unpaid and while the Mortgagor is in default as aforesaid, and the Mortgagee shall have the power at its option to appoint an agent or agents of its choice, for the purpose of repairing and maintaining said premises or of renting the same or collecting the rents, revenues and income therefrom; and it may pay out of said income all expenses incurred in renting and managing the same and of collecting rentals therefrom and the balance remaining, if any, shall be applied toward the payment of the indebtedness secured hereby.

Time is of the essence of this Mortgage and of the payment of the indebtedness secured hereby, and in the event of default by the Mortgagor in payment of said Promissory Note, or of any installments thereof or of any interest accrued thereon, or of any other indebtedness secured hereby, the Mortgagee may, at its option and without notice to the Mortgagor, declare the entire unpaid

balance of the principal sum of said Promissory Note and all other sums included in the indebtedness secured hereby, and accrued interest, immediately due and payable and the maturity thereof accelerated, and the Mortgagee may at once proceed to foreclose this Mortgagee in accordance with the applicable statutes of the State of Idaho.

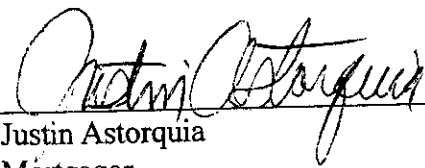
In the event that foreclosure proceedings are instituted, the Mortgagor agrees to pay a reasonable sum, fixed by the Court having jurisdiction over the action, as counsel fees incurred on behalf of the Mortgagee, the payment of which shall also be secured by this Mortgage, and shall become due upon filing the Complaint in the foreclosure action.

It is agreed that upon filing the Complaint in the foreclosure action or at any time thereafter upon request of the Mortgagee, the Court shall be authorized to appoint some disinterested person to serve as Receiver, who shall take immediate possession of the mortgaged property and continue in possession thereof until the premises are redeemed from such foreclosure sale, or until title is finally vested in the purchaser by Sheriff's deed upon foreclosure, and collect the rents and profits therefrom and, after deducting all proper charges and expenses attending the execution of that position, apply the remainder to the satisfaction of judgment entered in such proceeding.

The Mortgagor agrees that the Mortgagee may at any time without notice, release portions of said mortgaged premises from the lien of this mortgage, without affecting the personal liability of any person for the payment of the indebtedness secured hereby of the lien of this Mortgage upon the unreleased remainder of the mortgaged premises for payment of the amount of the indebtedness secured hereby then remaining unpaid.

This Mortgage and the enforcement thereof shall be governed by and construed according to the laws of the State of Idaho in effect as of the date of execution hereof.

IN WITNESS WHEREOF, this instrument has been duly executed, pursuant to due authorization, by and on behalf of the Mortgagor the day and year above written.


Justin Astorquia
Mortgagor

STATE OF IDAHO)
)ss.
County of Gooding)

On the 22~~nd~~ day of April, 2005, before me, a Notary Public in and for said state, personally appeared Justin Astorquia, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal, the day and year above written.

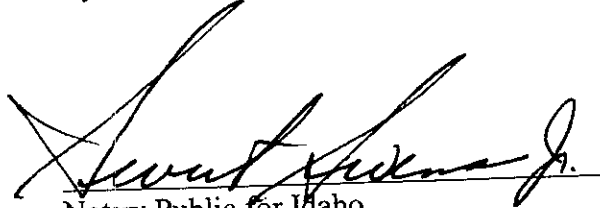

Notary Public for Idaho
Residing at Gooding
Commission expires 3/13/2010

EXHIBIT A

Parcel 1:

NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 11, Township 6 South, Range 14 East Boise Meridian, Gooding County, Idaho.

EXCEPTING THEREFROM a parcel of land described as follows:

Beginning at the Northwest corner for Section II marked with an aluminum survey cap set by the Idaho Transportation Department;

Thence South 89°56'59" East 1309.78 feet along the Northerly boundary of Section II to the Northeast corner of NW $\frac{1}{4}$ NW $\frac{1}{4}$ marked with an aluminum survey cap and steel pin;

Thence South 0°15'08" East 40.00 feet along the Easterly boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the Southerly Right-of-Way boundary for State Highway 20-26;

Thence North 89°56'59" West 60.00 feet along said Right-of-way to the Westerly boundary of the "Gooding Airport Access Road," the TRUE POINT OF BEGINNING;

Thence North 89°56'59" West 612.00 feet along the Southerly boundary of State Highway 20-26;

Thence South 0°15'08" East 24.00 feet to a non-tangent curve;

Thence 819.35 feet Southeasterly along the Arc of a Curve right having a Radius of 638.00 feet and a Chord of South 53°27'40" East 764.20 feet to the Westerly boundary of the Gooding County Airport Access Road;

Thence North 0°15'08" West 478.54 feet along said Access boundary to the TRUE POINT OF BEGINNING.

Said Parcel of land containing 2.0 Acres more or less.

Parcel 2:

A tract of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 6 South, Range 14 East Boise Meridian in Gooding County, Idaho, more particularly described as follows:

Beginning at the northwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ which bears South 0°12'51" East a distance of 1329.33 feet from the northwest corner of said Section 11;

Thence South 89°57'00" East a distance of 1310.78 feet to the northeast corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 0°15'01" East a distance of 517.58 feet along the easterly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 84°22'06" West a distance of 1316.97 feet to the westerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 0°12'51" West a distance of 647.96 feet along said westerly boundary to the Point of Beginning.

The above described tract, is subject to the rights of public roads which affect the easterly 60.00 feet and the westerly 25.00 feet thereof.

Together with the tenements, hereditaments, and appurtenances thereunto belonging or anywise appertaining, including all water and ditch rights appurtenant to the above described parcels of land.