

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 23 2000

WATER RESOURCES
WESTERN 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): 51-07014

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Adjudication Claim No(s): _____

OCT 25 2000

2. The following **REQUIRED** information must be submitted with this form:

Department of Water Resources

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

Ronald L. Bishop and Shirley J. Bishop3521 N. 1100 E.Buhl, ID. 83316

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

Blue Ridge LLC5. Expiration Date of Notification Period Nov. 1, 20126. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

Ronald L. Bishop
Shirley J. Bishop

For Office Use OnlyReceived by DBDate 10-24-00Fee \$25-Received by DBDate 10-24-00Receipt No. W1027096

Processed by _____

AJ

Date _____

WR _____

Date _____

MORTGAGE

This Indenture, Made this 03 day of November,
1997, between

Blue Ridge, L.L.C.

the party of the first part, whose address is: 4418 E 330 N,
Murtaugh, Idaho 83344, AND

Ronald L. Bishop and Shirley J. Bishop, husband and wife

the party of the second part, whose address is: 3521-A N 1100 E,
Buhl, Idaho 83316

WITNESSETH, That the said party of the first part, for
and in consideration of the sum of TWO HUNDRED FIFTEEN THOUSAND AND
NO/100 DOLLARS (\$215,000.00) lawful money of the United States, do
by these presents GRANT, BARGAIN, SELL and CONVEY unto the said
party of the second part, and to their heirs and assigns FOREVER,
all that certain real property situate in the County of Owyhee and
State of Idaho, and bounded and particularly described as follows,
to wit:

In Township 9 South, Range 12 East, B. M.
Owyhee County, Idaho
Section 29: ~~SW1/4SW1/4~~
Section 30: ~~SE1/4SE1/4~~
Section 31: ~~E1/2NE1/4~~
Section 32: ~~NW1/4~~
EXCEPTING therefrom minerals as reserved by
USA Patent recorded as Instrument No. 142282,
records of Owyhee County, Idaho.

Together with all water rights pertinent to
including but not limited to A51-0704, 51-
10201

IN THE EVENT THE PROPERTY SECURED BY THIS MORTGAGE IS SOLD OR CONVEYED IN ANY MANNER WITHOUT
WRITTEN CONSENT OF THE PARTY OF THE SECOND PART SAID PARTY OF THE SECOND PART MAY, AT HIS OPTION,
DECLARE THE ENTIRE REMAINING BALANCE, PLUS ACCRUED INTEREST, DUE AND PAYABLE.
together with the tenements, hereditaments and appurtenances
thereto belonging or in any wise appertaining.

THIS GRANT is intended as a mortgage to secure the
payment of that certain promissory note of even date herewith,
executed and delivered by the said party of the first part to the
said party of the second part with final payment due October 15,
2012.

The party of the first part agrees to maintain property
and casualty insurance on the improvements on the property to the
amount of their value and agrees to name the parties of the second
part as mortgagees.

AND THESE PRESENTS Shall be void if such payment be made.

RB

But in case default shall be made in the payment of the said principal sum of money or any part thereof as provided in the said note, or if the interest be not paid as therein specified, or if the taxes, water maintenance, or payments of principal or interest on any prior lien or incumbrance be not paid, second party shall have the right to pay the same, and then it shall be optional with the said party of the second part, executors, administrators, or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable; and immediately to enter into and upon all singular the above described premises and to sell and dispose of the same according to law and out of the money arising from such sale retain the principal and interest which shall then be due on the said promissory note, together with the costs and charges of foreclosure suit, including counsel fees and also the amounts of all such payments of taxes, assessments, encumbrances or insurance as may have been made by the said second party, heirs, executors or assigns.

IN WITNESS WHEREOF, the said party of the first part hereunto sets their hands and seals the day and year first above written.

DATED: November 3, 1997

BLUE RIDGE, L.L.C.

Daniel Cummins
Daniel Cummins, Member

Allen Cummins
Allen Cummins, Member

Ted Harder
Ted Harder, Member

Mark Cummins
Mark Cummins, Member

Howard Harder
Howard Harder, Member

Larry Meade
Larry Meade, Member

Request of
by
DEPUTY

DEPUTY

JIM HURLEY JR.
WAYNE COUNTY RECORDER

97 NOV 10 PM 4 23

FILED-RECORDED

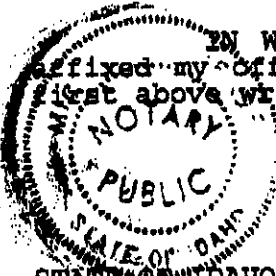
223279

STATE OF IDAHO)

County of Twin Falls) ss.

On this 3 day of November, 1997, before me, the undersigned, a Notary Public for Idaho, personally appeared Daniel Cummins known or identified to me to be a member of Blue Ridge, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal, the day and year in this certificate first above written.



Michael J. Meade
 Notary Public for Idaho
 Residing at _____ MY COMMISSION EXPIRES 4-9-1999
 Commission Expires: _____ NOTARY PUBLIC
 RESIDING AT TWIN FALLS, IDAHO

STATE OF IDAHO)

County of Twin Falls) ss.

On this 3 day of November, 1997, before me, the undersigned, a Notary Public for Idaho, personally appeared Mark Cummins known or identified to me to be a member of Blue Ridge, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal, the day and year in this certificate first above written.



Michael J. Meade
 Notary Public for Idaho
 Residing at _____ MY COMMISSION EXPIRES 4-9-1999
 Commission Expires: _____ NOTARY PUBLIC
 RESIDING AT TWIN FALLS, IDAHO

STATE OF IDAHO)

County of Twin Falls) ss.

On this 3 day of November, 1997, before me, the undersigned, a Notary Public for Idaho, personally appeared Allen Cummins known or identified to me to be a member of Blue Ridge, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal, the day and year in this certificate first above written.



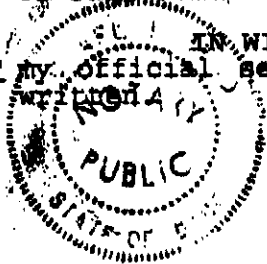
Michael J. Meade
 Notary Public for Idaho
 Residing at _____ MY COMMISSION EXPIRES 4-9-1999
 Commission Expires: _____ NOTARY PUBLIC
 RESIDING AT TWIN FALLS, IDAHO

STATE OF IDAHO)

County of Twin Falls) ss.

On this 3 day of November, 1997, before me, the undersigned, a Notary Public for Idaho, personally appeared Howard Harder known or identified to me to be a member of Blue Ridge, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal, the day and year in this certificate first above written.



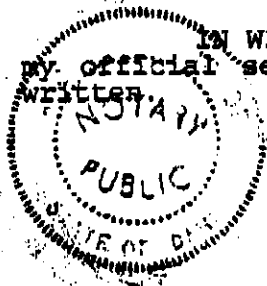
Michael J. Meade
 Notary Public for Idaho MY COMMISSION EXPIRES 4-9-1999
 Residing at _____ NOTARY PUBLIC
 Commission Expires: _____ RESIDING AT TWIN FALLS, IDAHO

STATE OF IDAHO)

County of Twin Falls) ss.

On this 3 day of November, 1997, before me, the undersigned, a Notary Public for Idaho, personally appeared Ted Harder known or identified to me to be a member of Blue Ridge, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal, the day and year in this certificate first above written.



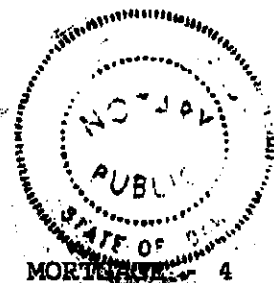
Michael J. Meade
 Notary Public for Idaho MY COMMISSION EXPIRES 4-9-1999
 Residing at _____ NOTARY PUBLIC
 Commission Expires: _____ RESIDING AT TWIN FALLS, IDAHO

STATE OF IDAHO)

County of Twin Falls) ss.

On this 3 day of November, 1997, before me, the undersigned, a Notary Public for Idaho, personally appeared Larry Meade known or identified to me to be a member of Blue Ridge, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal, the day and year in this certificate first above written.



Michael J. Meade
 Notary Public for Idaho MY COMMISSION EXPIRES 4-9-1999
 Residing at _____ NOTARY PUBLIC
 Commission Expires: _____ RESIDING AT TWIN FALLS, IDAHO