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Documents
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 07 2002
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.

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1. Water Right No(s): 36-11210

MAR - 8 2002

Adjudication Claim No(s): _____ Department of Water Resources

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

MAGIC VALLEY BANK

PO BOX 489

TWIN FALLS, ID 83303-0489

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

JAMES E. LOUDER

5. Expiration Date of Notification Period 3-1-17

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

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

James Louder
Deputy Vice Pres. MVB Bank

For Office Use Only

Received by JF Date 3/7/02 Fee \$25.00
Received by JF Date 3/7/02 Receipt No. SD 24639
Processed by AJ Date MICRC WR Date _____

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J-30878
Instrument 2021035

JEROME COUNTY, JEROME, IDAHO
2002-03-05 03:37:23 No. of Pages: 9
Recorded for: LAND TITLE & ESCROW
CHERYL WATTS Fee: 27.00
Ex-Officio Recorder Deputy *Bunch*

RECORDATION REQUESTED BY:

Magic Valley Bank
Downtown
222 Shoshone St E
PO Box 489
Twin Falls, ID 83303

WHEN RECORDED MAIL TO:

Magic Valley Bank
Downtown
222 Shoshone St E
PO Box 489
Twin Falls, ID 83303

SEND TAX NOTICES TO:

JAMES E. LOUDER
SANDRA L. LOUDER
2874 STATE HWY 25
HAZELTON, ID 83335

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated March 4, 2002, is made and executed between JAMES E. LOUDER and SANDRA L. LOUDER, HUSBAND & WIFE WHOSE ADDRESS IS 2847 STATE HWY 25, HAZELTON, ID 83335 (referred to below as "Grantor") and Magic Valley Bank, whose address is 222 Shoshone St E, PO Box 489, Twin Falls, ID 83303 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in JEROME County, State of Idaho:**

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as SEC 5 & 18 TWP 10S RGE 20 EBM, JEROME COUNTY, ID.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be

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construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be

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be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

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Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within ten (10) days; or (b) if the cure requires more than ten (10) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts

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past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Idaho. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Twin Falls County, State of Idaho.

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JUN 11 2002

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means JAMES E. LOUDER and SANDRA L. LOUDER, and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means JAMES E. LOUDER and SANDRA L. LOUDER.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Magic Valley Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 4, 2002, in the original principal amount of \$220,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is March 1, 2017.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x James Louder
JAMES E. LOUDER, Individually

x Sandra L. Louder
SANDRA L. LOUDER, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Swan Falls

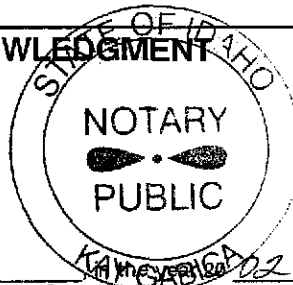
On this 4th day of March

, before me, a notary public in and for the State of Idaho, personally appeared JAMES E. LOUDER and SANDRA L. LOUDER, known or identified to me (or proved to me on the oath of _____), to be the persons whose subscribed to the within instrument and acknowledged to me that they executed the same.

Kay Gabica
Notary Public for Idaho

Residing at Swan Falls ID

My commission expires 4-4-07



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JUN 11 2002

APR 15 2002

PARCEL NO. 3

Department of Water Resources

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 18: Those parts of Lots 5, 6, 7 and 8, more particularly described as follows:

1. Beginning at the Northwest corner of said Lot 5;
Thence South $0^{\circ}16'$ East 985 feet, along the West boundary line of said Lot 5;
Thence South $52^{\circ}12'$ East 177 feet;
Thence South $58^{\circ}35'$ East 360 feet;
Thence North $26^{\circ}27'$ East 290 feet;
Thence North $86^{\circ}42'$ East 130 feet;
Thence North $70^{\circ}55'$ East 182 feet;
Thence North $55^{\circ}18'$ East 300 feet;
Thence North $29^{\circ}28'$ East 101 feet;
Thence North $1^{\circ}45'$ West 330 feet;
Thence North $27^{\circ}17'$ East 200 feet;
Thence North $0^{\circ}2'$ East 199.5 feet, to a point on the North boundary line of said Lot 5;
Thence North $89^{\circ}52'$ West 1260 feet, to the PLACE OF BEGINNING.

2. That part of Lot 5, Section 18, Township 10 South, Range 20 East, Boise Meridian, described as follows:

Beginning at the Southwest corner of said Lot 5;
Thence East along the South boundary of said Lot a distance of 515 feet;
Thence North 20° East 23.9 feet;
Thence North $89^{\circ}1'$ West 76.3 feet;
Thence North $58^{\circ}35'$ West 360 feet;
Thence North $52^{\circ}12'$ West 177 feet to the West boundary line of said Lot 5;
Thence South along the said West boundary approximately 317 feet to THE POINT OF BEGINNING.

3. All of Lot 6, Section 18, Township 10 South, Range 20 East, Boise Meridian.
sw 50 per microfilm
4. All of Lot 7, Section 18, Township 10 South, Range 20 East, Boise Meridian, excepting a tract described as follows:

Beginning at a point on the South boundary of said Lot 7 which is 337.6 feet East of the Southwest corner of said Section 18;
Thence North $41^{\circ}51'$ East 435.3 feet;
Thence North $55^{\circ}51'$ East 152 feet;
Thence North $21^{\circ}37'$ East 111 feet;
Thence North $72^{\circ}51'$ East 136 feet;
Thence North $31^{\circ}28'$ East 195.1 feet, to the East boundary line of said Lot 7;
Thence South 719.1 feet, to the South boundary line of said Lot 7;
Thence West 688.7 feet, to the POINT OF BEGINNING; and

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JUN 11 2002

5. That part of Lot 8, Section 18, Township 10 South, Range 20 East, Boise Meridian, described as follows:

Beginning at the Northwest corner of said Lot 8;
Thence South along the West boundary line of said Lot 8, 600.9 feet;
Thence North 31°28' East 75.9 feet;
Thence North 87°55' East 200 feet;
Thence North 13°16' East 315 feet;
Thence North 62°30' East 165 feet;
Thence North 20° East 166.1 feet, to the North boundary line of said Lot 8;
Thence West along the said North boundary of said Lot 8, 515 feet, to THE POINT OF BEGINNING.

PARCEL NO. 4

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 5: Lot 1, EXCEPTING that portion lying above the gravity canal of the North Side Canal Co., Ltd.

SE¼NE¼ lying below the gravity canal of the North Side Canal Co., Ltd.

EXCEPTING THEREFROM a parcel of land in Lot 1, described as follows:

Commencing at the Northeast corner of said Section 5 and being the TRUE POINT OF BEGINNING;
Thence South 00°00'00" West along the East boundary of Section 5 for a distance of 493.00 feet;
Thence South 89°34'00" West for a distance of 264.00 feet;
Thence North 00°55'30" East for a distance of 495.07 feet to a point on the North boundary of said Section 5;
Thence South 89°59'49" East along the North boundary of said Section 5 for a distance of 256.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the Northerly and Easterly boundaries of the described parcel.

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DEC 11 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

MAY 11 2002

DEPARTMENT OF WATER RESOURCES

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
36-11210	1				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Robert Louder
1152 Valley Road 83325

4. New Owner/Claimant(s)

Jim Louder
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

2874 SH25

City, State and ZIP Code

Hayelton, Ida 83335

New Telephone Number

(208) 829-5453

5. Date you acquired the property

April 27 1999

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JUN 11 2002

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	. 020 CFS	_____
Domestic	. 040 CFS	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Jim Louder

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by KLT

Date 5.1.02

Fee \$25.00

Received by J. M. M. M.

Date 5.9.02

Receipt No. C061939

Processed by _____ AJ

Date _____

WR _____

Date _____

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JUN 11 2002

EXHIBIT A
James E. Louder and Sandra Louder

Order Number: J-28308

PARCEL NO. 1

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 18: Those parts of Lots 5, 6, 7 and 8, more particularly described as follows:

1. Beginning at the Northwest corner of said Lot 5;
Thence South 0°16' East 985 feet, along the West boundary line of said Lot 5;
Thence South 52°12' East 177 feet;
Thence South 58°35' East 360 feet;
Thence North 26°27' East 290 feet;
Thence North 86°42' East 130 feet;
Thence North 70°55' East 182 feet;
Thence North 55°18' East 300 feet;
Thence North 29°28' East 101 feet;
Thence North 1°45' West 330 feet;
Thence North 27°17' East 200 feet;
Thence North 0°2' East 199.5 feet, to a point on the North boundary line of said Lot 5;
Thence North 89°52' West 1260 feet, to the PLACE OF BEGINNING.

2. That part of Lot 5, Section 18, Township 10 South, Range 20 East, Boise Meridian, described as follows:

Beginning at the Southwest corner of said Lot 5;
Thence East along the South boundary of said Lot a distance of 515 feet;
Thence North 20° East 23.9 feet;
Thence North 89°1' West 76.3 feet;
Thence North 58°35' West 360 feet;
Thence North 52°12' West 177 feet to the West boundary line of said Lot 5;
Thence South along the said West boundary approximately 317 feet to THE POINT OF BEGINNING.

3. All of Lot 6, Section 18, Township 10 South, Range 20 East, Boise Meridian.
4. All of Lot 7, Section 18, Township 10 South, Range 20 East, Boise Meridian, excepting a tract described as follows:

Beginning at a point on the South boundary of said Lot 7 which is 337.6 feet East of the Southwest corner of said Section 18;
Thence North 41°51' East 435.3 feet;
Thence North 55°51' East 152 feet;

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JUN 11 2002

J. L. L.

CONTINUATION

EXHIBIT A

James E. Louder and Sandra L. Louder

Order Number: J-28308

Thence North 21°37' East 111 feet;
Thence North 72°51' East 136 feet;
Thence North 31°28' East 195.1 feet, to the East boundary line of said Lot 7;
Thence South 719.1 feet, to the South boundary line of said Lot 7;
Thence West 688.7 feet, to the POINT OF BEGINNING; and

5. That part of Lot 8, Section 18, Township 10 South, Range 20 East, Boise Meridian, described as follows:

Beginning at the Northwest corner of said Lot 8;
Thence South along the West boundary line of said Lot 8, 600.9 feet;
Thence North 31°28' East 75.9 feet;
Thence North 87°55' East 200 feet;
Thence North 13°16' East 315 feet;
Thence North 62°30' East 165 feet;
Thence North 20° East 166.1 feet, to the North boundary line of said Lot 8;
Thence West along the said North boundary of said Lot 8, 515 feet, to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 5: Lot 1, EXCEPTING that portion lying above the gravity canal of the North Side Canal Co., Ltd.

SE¼NE¼ lying below the gravity canal of the North Side Canal Co., Ltd.

EXCEPTING THEREFROM a parcel of land in Lot 1, described as follows:

Commencing at the Northeast corner of said Section 5 and being the TRUE POINT OF BEGINNING;
Thence South 00°00'00" West along the East boundary of Section 5 for a distance of 493.00 feet;
Thence South 89°34'00" West for a distance of 264.00 feet;
Thence North 00°55'30" East for a distance of 495.07 feet to a point on the North boundary of said Section 5;
Thence South 89°59'49" East along the North boundary of said Section 5 for a distance of 256.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the Northerly and Easterly boundaries of the described parcel.

NOT RECORDED
JUN 11 2002

A. L. L.

SETTLEMENT STATEMENT

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

OMB NO. 2502-0265

1. LOAN		2. ☐ FHA 3. ☐ Conv. Unit	6. FILE NUMBER J-28308	7. LOAN NUMBER 991109	8. MORTGAGE INS CASE NUMBER
4. ☐ 5. ☐ Conv. Ins.					

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 5.0 10-96 (9/J-28308)

D. ADDRESS OF BORROWER James E. Louder Sandra L. Louder State HWY 25 Twin Falls, ID 83335		E. NAME AND ADDRESS OF SELLER Donald A. Louder Dollie G. Louder Robert Louder D.L. Louder 2698 Addison Avenue East Twin Falls, ID 83301		F. NAME AND ADDRESS OF LENDER D. L. EVANS BANK 222 Main Avenue South Twin Falls, ID 83301	
---	--	---	--	--	--

G. LOCATION Z & R. 20 E. BM of Sec 18: Lots 5,6,7 & 8 S. R. 20 E. BM of Section 5		H. SETTLEMENT AGENT 820229956 LAND TITLE AND ESCROW, INC. PLACE OF SETTLEMENT 237 NORTH LINCOLN JEROME, ID 83338		I. SETTLEMENT DATE April 27, 1999 Disburse:04-28-99	
---	--	---	--	---	--

J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION			
1. AMOUNT DUE FROM BORROWER				400. GROSS AMOUNT DUE TO SELLER			
Contract Sales Price		139,500.00		401. Contract Sales Price		139,500.00	
Real Property				402. Personal Property			
Settlement Charges to Borrower (line 400)		4,627.00		403.			
1st mortgage; Eastern ID Agricultural		44,743.15		404.			
405.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
City taxes to				406. City/town taxes to			
County taxes to				407. County taxes to			
Assessments to				408. Assessments to			
409.				409.			
410.				410.			
411.				411.			
412.				412.			
2. AMOUNT PAID BY BORROWER		188,870.15		420. GROSS AMOUNT DUE TO SELLER		139,500.00	
3. AMOUNTS PAID BY OR IN BEHALF OF BORROWER				500. REDUCTIONS IN AMOUNT DUE TO SELLER			
Deposit or earnest money				501. Excess Deposit (see instructions)			
Principal Amount of New Loan(s)		196,000.00		502. Settlement Charges to Seller (line 400)		10.00	
Existing Loan(s) Taken Subject to				503. Existing Loans Taken Subject to			
SET WITH LENDER				504. Payoff of first mortgage loan			
				505. Payoff of second mortgage loan			
				506.			
				507.			
				508.			
				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
City taxes to				510. City/town taxes to			
County taxes to				511. County taxes to			
Assessments to				512. Assessments to			
513.				513.			
514.				514.			
515.				515.			
516.				516.			
517.				517.			
518.				518.			
519.				519.			
3. AMOUNT PAID BY/FOR BORROWER		196,000.00		520. TOTAL REDUCTION AMOUNT DUE SELLER		10.00	
4. CASH AT SETTLEMENT FROM/TO BORROWER				600. CASH AT SETTLEMENT TO/FROM SELLER			
Cash Amt Due from Borrower (line 120)		188,870.15		601. Gross Amount Due to Seller (line 420)		139,500.00	
Cash Amt Paid by/for Borrower (line 220)		(196,000.00)		602. Less Reductions Due Seller (line 520)		(10.00)	
5. CASH [] FROM [X] TO BORROWER		7,129.85		603. CASH [X] TO [] FROM SELLER		139,490.00	

I, James E. Louder hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

BORROWER <u>James E. Louder</u>		SELLER <u>Donald A. Louder</u>	
BORROWER <u>Sandra L. Louder</u>		SELLER <u>Dollie G. Louder</u>	
BORROWER _____		SELLER <u>Robert Louder</u>	
BORROWER _____		SELLER <u>D.L. Louder</u>	

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JUN 1 1 2002

SETTLEMENT STATEMENT

1. SETTLEMENT CHARGES

100. Total Sales/Brokers Commissions Based on Price \$
 Division of Commission (line 700) as follows:

101. \$ to

102. \$ to

103. Commission Paid at Settlement

PAID FROM
BORROWER'S
FUNDS AT
SETTLEMENT

PAID
SELLER'S
FUNDS AT
SETTLEMENT

2. ITEMS PAYABLE IN CONNECTION WITH LOAN

101. Loan Origination Fee .9300 % to D. L. EVANS BANK

\$490.00

1,820.00

102. Loan Discount % to

103. Appraisal Fee to Cornerstone Appraisal

1,300.00

104. Document Preparation to D. L. EVANS BANK

150.00

105. Courier Fees to D. L. EVANS BANK

50.00

106. Title Search to D. L. EVANS BANK

16.00

107. Tax Service Fee to Real Estate Tax Service

60.00

3. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE

1. Interest from to \$ 44.032880/day(days 8.2000%)

2. Mortgage Insurance Premium for months to

3. Hazard Insurance Premium for 1.0 years to

to

4. RESERVES DEPOSITED WITH LENDER

101. Hazard Insurance payments @ \$ per payment

102. Mortgage Insurance payments @ \$ per payment

103. City/town taxes payments @ \$ per payment

104. County taxes payments @ \$ per payment

105. Assessments payments @ \$ per payment

payments @ \$ per payment

payments @ \$ per payment

5. TITLE CHARGES

101. Settlement or Closing Fee to LAND TITLE AND ESCROW, INC.

300.00

102. Abstract or Title Search to

103. Title Examination to

104. Title Insurance Binder to

105. Document Preparation to

106. Notary Fees to

107. Attorney's Fees to

(includes above item numbers:)

108. Title Insurance to LAND TITLE AND ESCROW, INC.

\$843.00

843.00

(includes above item numbers: includes 1102, 1103, & 1104)

109. Lender's Coverage \$ 196,000.00

110. Owner's Coverage \$ 140,000.00

6. GOVERNMENT RECORDING AND TRANSFER CHARGES

101. Recording Fees: Deed \$ 9.00 ;Mortgage \$ 42.00 ;Release \$ 3.00

54.00

102. City/County Tax/Stamps: Deed \$;Mortgage \$

103. State Tax/Stamps: Deed \$;Mortgage \$

104. UCC Filing to Secretary of State

9.00

105. Water Stock Transfer to LAND TITLE AND ESCROW, INC.

10.00

7. ADDITIONAL SETTLEMENT CHARGES

101. Survey to

102. Pest Inspection to

103. Courier Fees to Land Title & Escrow, Inc.

15.00

111. TOTAL SETTLEMENT CHARGES (Enter On Lines 103, Section J and 502, Section K)

4,627.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this 2 page statement.

MICROFILMED

JUN 11 2002

(07J-28306)

Certified to be a true copy

LAND TITLE AND ESCROW, INC.
Settlement Agent

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 36-11210

1996 DEC 10 PM 2:09
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

FILED _____

NAME & ADDRESS: DONALD LOUDER
2698 ADDISON AVE E
TWIN FALLS ID 83301

DAVID LOUDER
BOX 235
HAZELTON ID 83335

ROBERT LOUDER
RT 1
EDEN ID 83325

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 03/05/1950

POINT OF DIVERSION: T10S R20E S18 NWNWSW Within JEROME County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within JEROME County
T10S R20E S18 NWSW

DOMESTIC Within JEROME County
T10S R20E S18 NWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED: DEC 10 1996


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 36-11210

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JUN 08 1999 JUN 11 2002
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MAY 22 1997
PAGE 1
NOV-26-1996

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

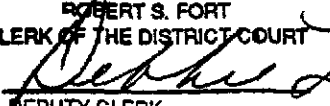
DATED: DEC 10 1996

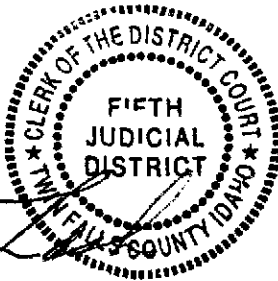


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

State of Idaho
County of Twin Falls ss.
I hereby certify the foregoing to be a
full, true and correct copy of the
original on file in the above entitled
action.

ROBERT S. FORT
CLERK OF THE DISTRICT COURT

By 
DEPUTY CLERK



MICROFILMED
JUN 11 2002
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JUN 08 1999
MICROFILMED
MAY 27 1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 7, 2002

MAGIC VALLEY BANK
PO BOX 489
TWIN FALLS ID 83303-0489

RE: Security Interest for Water Right 36-11210

Dear Security Interest Holder(s):

The department acknowledges receipt of your Notice of Security Interest of the above referenced water right. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: Jim Louder, 2874 SH25, Hazelton, ID 83335

MICROFILMED

JUN 11 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 7, 2002

JIM LOUDER
2874 SH25
HAZELTON ID 83335

RE: Change of Ownership for Water Right 36-11210

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a receipt for the \$25.00 filing fee.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

JUN 11 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 1, 2002

JIM LOUDER
2874 STATE HWY 25
HAZLETON ID 83335

RE: Change in Ownership of Decreed Water Right 36-11210

Dear Mr. Louder:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

✓ **Filing Fee of \$25 per water right**

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the filing fee for your notice will be **\$25.00**.

Because the Department cannot process the ownership change without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

Please feel free to contact the Department if you have any questions.

Sincerely,

Kari Lynn Townsend
Secretary

KLT:k

ENCLOSURE

JUN 11 2002



222 Shoshone St. E.
Twin Falls, ID 83301
(208) 736-2400 • Fax (208) 733-8833

RECEIVED

APR 12 2002

Department of Water Resources

April 11, 2002

Dear Kari Lynn,

Enclosed is a copy of the mortgage and legal description for the water right 36-11210.
Sorry for the confusion, I'm sure that I sent the first one to Twin Falls.

If you have any questions or any more problems, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kay", is written over the printed name "Kay Gabica".

Kay Gabica
Lending Assistant

MICROFILMED

JUN 11 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 11, 2002

MAGIC VALLEY BANK
SAM YOST
PO BOX 489
TWIN FALLS ID 83303-0489

RE: Security Interest in Decreed Water Right 36-11210

Dear Mr. Yost:

The Department of Water Resources acknowledges receipt of your Notice of Security Interest. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

✓ **Evidence of Security Interest:** copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question

✓ **Legal Description of Property**

Because the Department cannot process the Notice of Security Interest without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed. A copy of the Notice of Security Interest form is enclosed for your information.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

If you have any questions regarding this matter, please call me at 208-327-7941.

Sincerely,

Kari Lynn Townsend
Secretary MICROFILMED

KLT:k JUN 11 2002

Enclosure(s)