

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
OCT 16 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	See Attached Exhibit 'A'			

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

Delwin Jay Harper also known as D. Jay Harper, also known
as Jay Haper adn Jeanette Harper, also known as Jeanette
W. Harper
1926 South 2350 East, Malta, ID 83342
Phone 208-431-2514
Email

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

Jason Earl Harper and Natalie Harper

5. Expiration Date of Notification Period

November 1, 2053

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

7. Signature(s) of Security Interest Holder(s)

Delwin Jay Harper

Title, if applicable

SUPPORT DATA

IN FILE # 43-171B

For Office Use Only

Received by SG

Date 10/16/2023

Receipt No. 5039962

Fee \$750.00

Processed by AJ

Date

WR DM

Date 11/15/2023

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: This indenture is made and entered into effective Oct 5. 1, 2023, by and between **JASON EARL HARPER and NATALIE HARPER**, husband and wife, 1922 South 2350 East, Malta, Idaho 83342 (Mortgagor) and **DELWIN JAY HARPER, also known as D. JAY HARPER, also known as JAY HARPER and JEANETTE HARPER, also known as JEANETTE W. HARPER**, husband and wife, 1926 South 2350 East, Malta, Idaho 83342 (Mortgagee).

Mortgagor, in consideration of a loan made to Mortgagor by Mortgagee in the original principal amount of One Million Six Hundred Forty Thousand Five Hundred Eighteen Dollars Seventy-five Cents (\$1,640,518.75) plus interest, with the final payment due on November 1, 2053, grants, bargains, sells, and conveys to Mortgagee, its successors and assigns forever the real property located in Cassia County, Idaho described as follows:

SEE EXHIBIT A ATTACHED HERETO.

Together with all and singular the water rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the same unto the Mortgagee, its successors and assigns forever.

This grant is intended as a mortgage to secure payment of the Promissory Note described above made, executed and delivered by Mortgagor together with any extensions or renewals thereof in whole or in part, whether such extension or renewal is evidenced by a new note or notes or otherwise.

Mortgagor agrees to pay the note together with advances hereafter made by Mortgagee to Mortgagor or Mortgagor's successors and assigns during the life of this mortgage, which advances, together with all renewals and extensions thereof in whole or in part this mortgage is to cover as fully and completely as if the amount was fully stated.

1. Mortgagor covenants and agrees as follows, to-wit:

1.1. Mortgagor is lawfully seized and possessed of the mortgaged premises in fee simple; such premises and property are free and clear of any encumbrances, liens or charges except those liens and/or encumbrances described above; that Mortgagor has good, right and lawful authority to sell, assign, transfer and convey the said premises and that Mortgagor will warrant and defend the continuance thereof to the holder of the note hereunder against all claims whatsoever; that Mortgagor will at all times, at Mortgagor's own expense, use Mortgagor's best efforts to keep said premises free and clear of any and all noxious weeds; that Mortgagor will keep the said premises and the whole thereof, free and clear of all mechanics' liens or other liens or encumbrances; that any and all improvements now upon and all hereafter placed upon said premises shall be, become and remain a part of the realty and be subject to the lien of this mortgage;

1.2. In any suit in which the Mortgagee finds it expedient to defend a suit in order to protect the lien of this mortgage, the Mortgagor agrees to pay a reasonable sum in such suit or action as attorney's fees, together with all of the expenses and costs of such suit incurred by the said Mortgagee;

1.3. From time to time, upon written demand of the Mortgagee, to make, execute and acknowledge such assurances as may be reasonably advised or required for effectuating the intention of this mortgage;

1.4. To pay all taxes, levies and assessments of every kind, nature and description now upon or hereafter levied against said premises, and upon any personal property of the said Mortgagor, as the same shall become due and payable; and to keep said premises and the whole thereof and all buildings and improvements which may hereafter be erected thereon in good condition and repair. Upon the failure, neglect or refusal of the Mortgagor to pay the aforementioned taxes, levies or assessments or any prior lien or encumbrance when due, the same may be paid by said Mortgagee. Upon failure to keep said premises in good condition and repair, said Mortgagee may procure the repairs to be made and pay for the same. Any and all amounts so paid by said Mortgagee shall be immediately repaid to it, and in default thereof, the same shall be added to and become a part of the sum secured by this mortgage and shall bear interest at the average rate per annum of the obligations described in the Promissory Note;

1.5. Mortgagor will not commit or suffer to be committed, any waste or strip nor anything that will in anywise impair the security of the mortgage;

1.6. Mortgagor shall keep the structures and other improvements located on the real estate insured with a reliable insurance company approved by Mortgagee against the risk of loss by fire or other casualty in an amount not less than the replacement cost thereof. The policy shall be endorsed to show the interest of Mortgagee. Proof of insurance shall be provided to

Mortgagee not less than annually and at any time Mortgagee requests. The policy shall provide that it shall not be cancelled without at least ten (10) days prior written notice to Mortgagee.

2. Mortgagor shall pay all obligations owing Mortgagee according to the tenor of the Promissory Note executed by Mortgagor, together with all insurance premiums and taxes, levies and assessments and costs of repairs, when due, and shall duly fulfill, keep and perform each and every one of the covenants, stipulations and agreements herein contained.

3. It is expressly understood and agreed that TIME is expressly the essence of this mortgage and the obligations secured hereby, and in case of default shall be made in the payment of said principal sum, or the interest thereon or any part thereof, or advances, if any, or in the payment of insurance premiums or any taxes, levies or assessments, costs of repairs, or any of them, or if any of the covenants or conditions to be kept, observed or performed by the Mortgagor shall be violated, then and from thenceforth it shall be optional with the holder of the indebtedness secured hereby, or their successors or assigns, to consider the whole of said principal expressed in said Promissory Note hereby secured as immediately due and collectible although the time expressed in said note for the payment thereof shall not have arrived, without notice to the said Mortgagor, or Mortgagor's successors or assigns, and immediately to enter into and upon all and singular the above described premises and to sell and dispose of the same, together with the rents, issues and profits thereof, and all benefit and equity of the redemption of the said Mortgagor, according to law, and out of the money arising from such sale, to retain the principal and interest which shall be due on said Promissory Note and pay the costs and charges

of suit, including a reasonable attorney's fees and all costs of preparation of a Litigation Guarantee prepared by a title company for the purpose of such suit, and also all the amounts of all such payments of taxes, levies or assessments, prior liens, encumbrances or claims, and any and all other monies due or owing by the Mortgagor unto Mortgagee hereunder, and the interest thereon, as aforesaid, by reason of the permission hereinbefore given, rendering the overplus of the purchase money, if any there be, unto the said Mortgagor, and if said premises do not sell for a sum sufficient to pay the aforementioned sums and the whole thereof, then said Mortgagor does hereby covenant and agree to pay such balance, and deficiency judgment may be had therefor.

4. It is hereby further understood and agreed that in the event the holder or holders of this mortgage are entitled hereunder to foreclose the same, it shall have the right to the appointment of a receiver of the said lands and property, and the said Mortgagor consents that the Mortgagee, if the court deems proper, be appointed such receiver.

5. This agreement shall extend to and be for the benefit of and be binding upon the successors, legal representatives, and assigns of the Mortgagor and Mortgagee.

6. This mortgage is subject to the terms and conditions set forth in that Promissory Note payable to Mortgagee by Mortgagor of even date herewith.

7. Mortgagee is relying upon the credit of the Mortgagor and Mortgagor's ability to pay the debt and maintain the security, and therefore in the event that the Mortgagor sells, transfers, assigns, conveys or otherwise hypothecates the security, the Promissory Note secured hereby shall at once, without notice, become immediately due and payable even though the time of

maturity has not arrived.

8. The interest rate, payment terms, or balance due on the Promissory Note may be indexed, adjusted, renewed or renegotiated without affecting the lien of this mortgage or its priority in accordance with Idaho Code § 45-116.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first above written.

Jason Earl Harper

Natalie Harper

STATE OF IDAHO)
) ss
County of Cassia)

On this 5th MAR day of October, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **JASON EARL HARPER and NATALIE HARPER**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Annette Roth
Notary Public for Idaho
Residing at Rupert Id
My commission expires on 8-4-2029

Legal Description:

PARCEL NO. 1

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: Lot 1 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. 2

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: Lot 2 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPT the South 40 feet.

PARCEL NO. 3

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: Part of the N $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31, said corner marked by a 5/8 inch rebar;

Thence North 00°13'58" West along the East line of Section 31 for a distance of 26.19 feet;

Thence North 89°54'01" West for a distance of 383.88 feet to a ½ inch rebar which shall be THE POINT OF BEGINNING;

Thence North 89°54'01" West for a distance of 208.72 feet to a ½ inch rebar;

Thence North 00°12'57" East for a distance of 208.71 feet to a ½ inch rebar;

Thence South 89°54'01" East for a distance of 208.72 feet to a ½ inch rebar;

Thence South 00°12'57" West for a distance of 208.71 feet to THE POINT OF BEGINNING.

PARCEL NO. 4

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: W½NW¼SE¼

PARCEL NO. 5

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: W½SW¼NE¼, W½E½SW¼NE¼

PARCEL NO. 6

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: SE¼NE¼; E½E½SW¼NE¼; NE¼SE¼; E½NW¼SE¼

RESERVING AND EXCEPTING THEREFROM to Delwin Jay Harper, also known as D. Jay Harper, also known as Jay Harper and Jeanette Harper, also known as Jeanette W. Harper, the full use, control, income, and possession of the real property described below for and during the natural life of Delwin Jay Harper and Jeanette Harper, whose address is 1926 South 2350 East, Malta, Idaho 83342 in the following described parcel:

Commencing at the intersection of 1922 South and Keough Lane (2350 East), which shall be the Point of Beginning; thence West 223 feet; thence South 210 feet; thence East 223 feet; thence North to the Point of Beginning, including, but not limited to, a barn, shop, well, granary, and residence located thereon.

INCLUDING THE FOLLOWING DESCRIBED WATER RIGHTS:

#43-13760
#43-13761
#43-13762
#43-12943
#43-12940

EXHIBIT A

#43-177G
#43-2562B
#43-173D
#43-171B
#43-177F
#43-13139
#43-13750
#43-13749
#43-13752
#43-13751
#43-13754
#43-13753
#43-13756
#43-13755
#43-13759
#43-178F
#43-13757
#43-2295H
#43-2330
#43-2528
#43-4166
#43-11235
#43-13141
#43-13143
#43-13758



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 15, 2023

JASON EARL HARPER
NATALIE HARPER
1922 S 2350 E
MALTA ID 83342-8645

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 43-171B, etc.
See Attached List

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Delwin Jay and Jeanette W Harper. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: TitleOne, Burley, ID (File #23474650)
Delwin Jay and Jeanette W Harper, security interest holders
Water District(s) 143, 43B

List of Water Rights for Jason and Natalie Harper

[illegible]



RECEIVED

OCT 16 2023

DEPT OF WATER RESOURCES
SOUTHERN REGION

211 W. 13th St.
P. O. Box 177
Burley, ID 83318
Ph. (208) 878-3524
www.titleonecorp.com

ID Dept. of Water Resources
650 Addison Ave. West, Ste. 500
Twin Falls, ID 83301

Date: 10/13/2023

Escrow No. 23474650 Jason Harper and Natalie Harper/Delwin Harper and Jeanette Harper

Dear Clerk:

Enclosed with this letter please find the following document in connection with the above referred to transaction:

- The original executed Notice of Security Interest in a Water Right
- TitleOne check no. 48920 in the amount of \$750.00
- The original executed Notice of Change In Water Right Ownership
- TitleOne check no. 48919 in the amount of \$750.00
- A copy of the recorded Warranty Deed Reserving Life Estate

Please make the necessary changes in the records and send a receipted copy to this office attention Ashley Martinkus.

Should you have any questions, please do not hesitate to contact Ashley at the number listed above.

Best regards,
TITLEONE

Nancy Garrett
Ag Escrow Assistant

AR/nrg
Enc.
FedEx