

DE

Form 42-248(6) 2/14
RECEIVED**MAR 17 2020****WATER RESOURCES
WESTERN REGION**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**RECEIVED****MAR 13 2020**Department of Water Resources
Eastern 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.
	65-13303			

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

Zions Bancorporation, N.A. dba Zions First National Bankc/o Zions Ag Finance500 Fifth StreetAmes, IA 50010Phone 515-735-3381Email Joanna.Huffaker@zionsbank.com

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

Lois Von Morganroth

5. Expiration Date of Notification Period

March 1, 2050

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable

Jason T. Zander, Vice President**For Office Use Only**Received by JBDate 3/13/2020Receipt No. E045731Fee \$25.-Processed by AJ LEDate 4/02/2020WR 65-13303Date 4/2/2020

Instrument # 426187

PAYETTE COUNTY

2020-02-10 09:36:25 AM No. of Pages: 14

Recorded for: PAYETTE CO. TITLE & ESCROW

BETTY J DRESSEN Fee: \$45.00

Ex-Officio Recorder Deputy Melody Capener

Index To: MORTGAGE & FIXTURE FILING

Electronically Recorded by Simplifile

RECORDATION REQUESTED BY:

ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL
BANK
C/O ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6063

WHEN RECORDED MAIL TO:

ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL
BANK
C/O ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6063

SEND TAX NOTICES TO:

LOIS VON MORGANROTH
1223 MONTANA AVE
SANTA MONICA, CA 90403

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE AND FIXTURE FILING

THIS MORTGAGE dated February 3, 2020, is made and executed between LOIS VON MORGANROTH, an unmarried woman, whose address is 1223 MONTANA AVE, SANTA MONICA, CA 90403 (referred to below as "Grantor") and ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK, whose address is C/O ZIONS AGRICULTURAL FINANCE, 500 FIFTH STREET, AMES, IA 50010-6063 (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 Payette County, State of Idaho:

Real estate located in the COUNTY OF PAYETTE, STATE OF IDAHO, described in Exhibit "A" attached hereto and incorporated herein by reference just as if it had been fully set forth in this Mortgage or Deed of Trust.

In addition to the above described real estate, it is agreed that this Mortgage or Deed of Trust shall specifically create a first lien in favor of Lender on the Irrigation Equipment listed in Exhibit "B" and on the Water Rights listed in Exhibit "C" attached hereto and incorporated herein by reference just as if they had been fully set forth in this Mortgage or Deed of Trust.

The Real Property or its address is commonly known as Real property located in Payette County, ID. The Real Property tax identification number is 09N03W076000; 09N03W182400; 09N03W183000; 09N03W190011; 09N03W197220; 09N03W203620; 09N03W204980; 09N03W205570; 09N03W205850; 09N03W293000; 09N03W300100; 09N03W304811; 09N03W305850; 09N03W306000; 09N03W310000; 09N04W126600; 09N04W130000; 09N04W131200; 09N04W240000; and 09N04W257331.

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

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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 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, defend, 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 and defend, 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.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

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 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 Administrator of the Federal Emergency Management Agency as a special flood hazard

area, Grantor agrees to obtain and maintain flood insurance, if available, 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. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

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 applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall 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 the occurrence of any Event of 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 take whatever 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:

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 of the Related Documents.

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.

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.

Right to Cure. If any default, other than a default in payment, 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 if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default 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 that 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 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.

PARTIAL RELEASES. Lender shall execute partial releases of the lien of this Mortgage/Deed of Trust/Security Deed upon the following conditions: Lender will receive written requests for consideration of partial collateral releases. Approval will be subject to Lender's credit and collateral underwriting standards. A prepayment penalty may exist.

VARIABLE INTEREST RATE PROVISION. The Promissory Note secured by this Mortgage/Deed of Trust/Security Deed contains a variable interest rate.

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 federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other 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 LOIS VON MORGANROTH and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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 LOIS VON MORGANROTH.

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 ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL 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 February 3, 2020, in the original principal amount of \$1,760,000.00 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, 2050.

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.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, 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; except that the words do not mean any guaranty or environmental agreement, 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.

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

GRANTOR:

x Lois von Morganroth
LOIS VON MORGANROTH

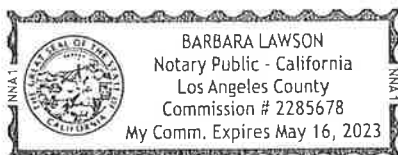
INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

)
) SS
)

This record was acknowledged before me on FEBRUARY 6, 2020 by LOIS VON MORGANROTH.



Barbara Lawson
Notary Public in and for the State of CALIFORNIA
My commission expires MAY 16, 2023

EXHIBIT "A"

Real estate located in the County of Payette and State of Idaho, to-wit:

PARCEL I:

Land in Township 9 North, Range 3 West, Boise Meridian, Payette County Idaho:

In Section 20: That portion of the $W\frac{1}{2}SW\frac{1}{4}$ lying South of the County Road;

ALSO, a parcel of land in the $E\frac{1}{2}$ of Section 19 and in the $W\frac{1}{2}$ of Section 20, more particularly described as follows:

Commencing at the Northwest corner of said Section 20;

Thence South $0^{\circ}10'04''$ West, along the Westerly boundary of said Section 20 a distance of 2238.55 feet to the TRUE POINT OF BEGINNING;

Thence North $78^{\circ}07'58''$ East, 183.05 feet;

Thence South $36^{\circ}10'39''$ East, 176.05 feet;

Thence South $43^{\circ}54'56''$ West, 76.63 feet;

Thence South $20^{\circ}19'10''$ East 251.08 feet;

Thence South $8^{\circ}49'12''$ East, 720.56 feet;

Thence South $24^{\circ}08'47''$ East, 287.73 feet;

Thence South $58^{\circ}01'43''$ West, 1388.23 feet;

Thence North $30^{\circ}25'58''$ West, 98.07 feet;

Thence North $41^{\circ}15'32''$ East 242.31 feet;

Thence North $57^{\circ}59'40''$ West 170.99 feet;

Thence North $37^{\circ}11'36''$ East 145.54 feet;

Thence North $38^{\circ}29'07''$ West 496.50 feet;

Thence North $5^{\circ}47'26''$ East, 215.45 feet;

Thence North $47^{\circ}12'58''$ West 93.06 feet;

thence North $37^{\circ}59'44''$ East, 1167.24 feet;

Thence North $78^{\circ}07'58''$ East 220.98 feet to the TRUE POINT OF BEGINNING.

ALSO, a parcel in the $E\frac{1}{2}SW\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of said $E\frac{1}{2}SW\frac{1}{4}$;

Thence North $0^{\circ}02'45''$ West, along the West boundary of said $E\frac{1}{2}SW\frac{1}{4}$ 2245 feet to the Southerly right of way line of a County Road;

Thence Easterly along said right of way line 123 feet;

Thence South $1^{\circ}20'40''$ East, 2248 feet to the South Boundary of said $E\frac{1}{2}SW\frac{1}{4}$;

Thence North $89^{\circ}14'05''$ West, along the South Boundary of said $E\frac{1}{2}SW\frac{1}{4}$, 174 feet to the point of beginning.

In Section 29: $W\frac{1}{2}NW\frac{1}{4}$

In Section 30: $SE\frac{1}{4}NE\frac{1}{4}$; and

All that portion of the $NE\frac{1}{4}NE\frac{1}{4}$ lying South and East of Little Willow Creek; and

All that portion of the $N\frac{1}{2}NE\frac{1}{4}$ lying West of Little Willow Creek and North and East of the following described line:

Beginning at the Northwest corner of said $N\frac{1}{2}NE\frac{1}{4}$;

Thence South $32^{\circ}46'$ East, 730 feet;

Thence South $24^{\circ}54'$ East, 300 feet more or less, to the South bank of the Shimp and Patton Irrigation ditch;

Thence North $86^{\circ}06'$ East along said South line of the Shimp and Patton Irrigation ditch 900 feet, more or less, to its intersection, if extended with the West side of Little Willow Creek;

EXCEPTING THEREFROM all that portion lying Westerly of the following described line:

Commencing at the Northeast corner of said $N\frac{1}{2}NE\frac{1}{4}$;

thence North $89^{\circ}55'33''$ West, 1495.75 feet to a point which lies 25.00 feet Southeasterly from the centerline of an existing

EXHIBIT "A"

(Continued)

County Road, being the True Point of Beginning for said line;

Thence South 46°14'54" East, 267.51 feet;

Thence South 42°42'21" West, 918.92 feet, more or less, to a point on the South bank of the Shimp and Patton Irrigation ditch, and the termination of said line.

PARCEL II:

Land in Township 9 North, Range 3 West, Boise Meridian, Payette County, Idaho:

In Section 7: SE¼SW¼ and Government Lot 4;

In Section 18: Government Lots 1,2,3 and 4; The E½W½ and the SW¼SE¼; continued

In Section 19: Government Lots 1,2, and 3; The E½W½, the NE¼; and that portion of the SE¼ lying North of the County Road;

EXCEPTING from the SW¼SE¼ of said Section 19 the following described parcel:

Commencing at the Southeast corner of said Section 19;

Thence North 89°55'33" West, 1495.75 feet to a point which lies on a line 25.00 feet Southeasterly from and parallel with the Center line of an existing County road, said point is the TRUE POINT OF BEGINNING;

Thence South 43°36'53" West, along said parallel line 776.86 feet;

Thence North 38°17'41" West along an existing fence line 342.02 feet (of record North 38°40'50" West, 343.41 feet) to an angle point in said fence marked by a ½ inch rebar;

Thence continuing along said line North, 5°35'40" East, 273.53 feet (of record North 4°39'14" East) to a fence junction marked by a ½ inch rebar;

thence North 57°54'18" East 584.72 feet;

Thence South 42°54'17" East 363.44 feet to a point which lies on a line 25.00 feet Southeasterly from and parallel with the centerline of an existing county road;

Thence South 43°36'53" West, along said parallel line 31.33 feet to the True Point of Beginning.

In Section 20: The SW¼NW¼ and that portion of the W½SW¼ lying North of the county Road;

EXCEPTING THEREFROM a parcel of land in the E½ of Section 19 and in the W½ of Section 20, more particularly described as follows:

Commencing at the Northwest Corner of said Section 20;

Thence South 0°10'04" West, along the Westerly boundary of said Section 20 a distance of 2238.55 feet to the TRUE POINT OF BEGINNING;

thence North 78°07'58" East, 183.05 feet;

Thence south 36°10'39" East 176.05 feet;

Thence South 43°54'56" West 76.63 feet;

Thence South 20°19'10" East 251.08 feet;

thence South 8°49'12" East, 720.56 feet;

thence South 24°08'47" East, 287.73 feet;

Thence South 58°01'43" West, 1388.23 feet;

thence North 30°25'58" West 98.07 feet;

Thence North 41°15'32" East, 242.31 feet;

thence North 57°59'40" West 170.99 feet;

Thence North 37°11'36" East 145.54 feet;

Thence North 38°29'07" West 496.50 feet;

Thence North 5°47'26" East 215.45 feet;

Thence North 47°12'58" West 93.06 feet;

thence North 37°59'44" East, 1167.24 feet;

Thence North 78°07'58" East 220.98 feet to the true point of beginning.

Land in Township 9 North, Range 4 West, Boise Meridian, Payette County, Idaho:

In Section 12: S¼SE¼ and SE¼SW¼;

In Section 13: N¼NE¼, SE¼NW¼, S¼NE¼ and SE¼;

In Section 24: NE¼SE¼ and NE¼

EXHIBIT "A"

(Continued)

PARCEL III:

The Northeast Quarter of the Southeast Quarter in Section 25, Township 9 North, Range 4 West, Boise Meridian, Payette County, Idaho;

EXCEPTING THEREFROM that portion lying Northwesternly of the County Road;

ALSO that part of the Southeast Quarter and of the Southeast Quarter lying North of Little Willow Creek; and
ALSO that part of the West half of the Southeast Quarter Described as follows:

Beginning at a point located 465 feet South of the Center of the Southeast Quarter of said Section 25;

Thence North 865 feet to the South side of the public road;

Thence South 55°15' West 471 feet along said South side of said road;

thence South 33°East 710 feet to the PLACE OF BEGINNING;

EXCEPTING THEREFROM that certain parcel situated in Government Lot 3, Section 30, Township 9 North, Range 3 West, of the Boise Meridian and in the Northeast Quarter of the Southeast Quarter of Section 25, Township 9 North, Range 4 West, Boise Meridian, Payette County Idaho being more particularly described as follows:

Beginning at the Northwest corner of said Government Lot 3;

Thence North 87°30' East along the North boundary of said Lot 3, a distance of 522.83 feet,

Thence South 49°22'50" West, a distance of 269.50 feet;

Thence South 70°43' West, a distance of 170.19 feet;

Thence South 63°40'20" West, a distance of 190.51 feet;

Thence South 76°01'10" West, a distance of 180.43 feet;

Thence North 59°48'30" West, a distance of 250.11 feet to the Easterly right of way line of County Road;

thence North 52°43'40" East along said right of way line 342.45 feet to the North boundary of said Northeast Quarter of the Southeast Quarter;

thence North 87°35' East along the North boundary of said Northeast Quarter of the Southeast Quarter 131.60 feet to the POINT OF BEGINNING.

EXCEPTING:

A parcel of land situated within the Southeast Quarter of Section 25, Township 9 North, Range 4 West, Boise Meridian, Payette County, Idaho More particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Section 25, Township 9 North, Range 4 West, Boise Meridian;

Thence North 89°26'22" West, a distance of 1325.85 feet along the south line of said Southeast Quarter;

thence North 0°17'07" East, a distance of 172.51 feet to the TRUE POINT OF BEGINNING in the Center of Little Willow Creek;

Thence continuing North 0°17'07" East, a distance of 684.10 feet;

Thence North 32°42'06" West, a distance of 710.61 feet to a point on the Southeasterly right of way line of an existing County Road known as Little Willow Road;

Thence North 55°07'51" East, a distance of 457.79 feet along the Southeasterly right of way of said Little Willow Road;

Thence South 36°02'50" East, a distance of 471.72 feet;

Thence South 22°54'16" East, a distance of 129.83 feet;

Thence South 31°51'28" East, a distance of 83.75 feet;

thence South 39°51'28" East, a distance of 76.94 feet;

thence South 49°02'04" East, a distance of 356.74 feet;

Thence South 8°31'12" West, a distance of 69.22 feet to a point in the center of Little Willow Creek;

Thence Southwesterly along the center of Little Willow Creek to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

(Continued)

PARCEL IV:

Land in Township 9 North, Range 3 West, Boise Meridian, Payette County, Idaho:

In Section 30: The South half of the Southeast quarter; the Southeast Quarter of the Southwest Quarter; The North half of the Southeast Quarter; That portion of the Northeast Quarter of the Southwest Quarter; that portion of the Southwest Quarter of the Northeast Quarter and that portion of the Southeast Quarter of the the Northwest Quarter and that portion of Lots 3 and 4 lying South of Little Willow Creek and South of the following described line:

Commencing at the corner common to Sections 17,18,19 and 20 of said Township 9 North Range # West, Boise Meridian, Thence along the line common to Sections 19 and 20 , South 00°10'04" West, 5254.22 feet to the Northeast corner of said section 30:

Thence South 37°32'26" West 1918.37 feet to a 5/8" iron pin with a cap stamped PLS 797 located at the intersection of fences running North, South, and West being the POINT OF BEGINNING for this descriptions; thence along said fence line the following courses and distance: the angle points marked with a 5/8 " Iron pin with a copy stamped PLS 797 are denoted as " an angle point with cap"

South 73°00'39", West 450.44 feet to an angle point with cap

South 03°17'02", East 257.29 feet to an angle point with cap

South 07°20'01", East 147.73 feet to an angle point with cap

South 11°26'02", West 82.07 feet to an angle point with cap

South 69°47'53", West 173.88 feet

South 72°54'02", West 165.32 feet

South 76°57'30" West 78.83 feet

North 86°15'48" West 88.36 feet

South 78°16'44" West 48.31 feet to an angle point with cap

South 30°56'04" West 110.86 feet

South 46°18'19" West 198.64 feet to an angle point with cap

South 80°40'56" West 190.23 feet to an angle point with cap

North 78°19'01" West 165.79 feet

North 71°48'03" West 101.13 feet to an angle point with cap

South 74°17'08" West 101.94 feet to an angle point with cap

South 47°13'37" West 136.17 feet to an angle point with cap

South 77°09'17" West 50.55 feet

South 83°10'10" West 133.96 feet

South 73°09'02" West 76.89 feet

South 83°34'51" West 102.01 feet to an angle point with cap

South 48°44'40" West 96.96 feet to an angle point with cap

South 21°03'05" East 20.60 feet

South 39°42'07" West 5.93 feet

South 02°45'10" West 216.90 feet to an angle point with cap

South 33°00'28" West 205.38 feet to an angle point with cap

South 82°48'29" West 334.69 feet to an angle point with cap at an intersection fences, being the POINT OF ENDING for this description, from which the Northeast corner of said Section 30 bears North 50°31'13" East, 4977.10 feet distant.

EXHIBIT "A"

(Continued)

Government Lot 1, the East half of the Northwest Quarter, East half of the Southwest Quarter and the East half in section 31, Township 9 North, Range 3 West, of the Boise Meridian, Payette County, Idaho.

The Southeast Quarter of the Southeast Quarter lying South and East of Little Willow Creek, as the same crosses the Southeast Quarter of the Southeast Quarter in Section 25, Township 9 North, Range 4 West, Boise Meridian, Payette County Idaho.

PARCEL V:

An Easement for access recorded July 26, 2000 as Instrument No. 288865, Official Records. Said easement is shown on the map attached to said document.

EXHIBIT "B"

IRRIGATION EQUIPMENT

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof located on the real estate described in Exhibit "A", whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such Property, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Property. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

- One (1) 4 tower Zimmatic pivot
- One (1) 3 tower Zimmatic pivot
- One (1) 25 hp electric motor and pump
- One (1) 30 hp electric motor and pump
- Various hand lines
- Approximately 10,260 feet of gated pipe
- Various buried main lines and risers

EXHIBIT "C"

WATER RIGHTS

All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Grantor to use water for any purpose upon the Real Property described in Exhibit "A". The above includes, but is not limited to, the following:

LITTLE WILLOW IRRIGATION DISTRICT:

Water Rights for 338.37 acres located in Payette County, Idaho

STATE OF IDAHO DEPARTMENT OF **WATER RESOURCES**

Water Right No(s).: 65-13303



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

April 02, 2020

ZIONS BANCORPORATION NA
C/O ZIONS AG FINANCE
500 5TH ST
AMES IA 50010-6063

RE: Notice of Security Interest for Water Right/Permit No: 65-13303

Dear Security Interest Holder:

The Department of Water Resources (Western) acknowledges receipt of correspondence adding security interest of the above referenced water right to you. The Department has modified its records to reflect the change in security interest 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 Security Interest, 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.

If you have any questions concerning the enclosed information, please contact me at (208) 334-2190.

Sincerely,

Kensle Thorneycroft
For: Lynne Evans
Office Specialist II

Enclosure

c: LOIS VON MORGANROTH