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RECEIVED

MAR 18 2010

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**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 returned1. Water Right No(s) ^{WR} 36-2533 / ^{WR} 36-12958

Adjudication Claim No(s): _____

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water right or claim 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 FIRST NATIONAL BANK
2460 SOUTH 3270 WEST
WEST VALLEY CITY, UTAH 84119

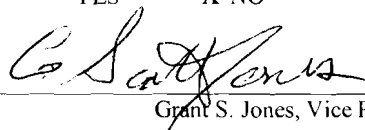
4. Name of Water Right Owner/Claimant(s)

Schaeffer & Schaeffer LLC

5. Expiration Date of Notification Period None

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

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



Grant S. Jones, Vice President

For Office Use OnlyReceived by th Date 3-18-2010 Fee \$50
Received by CH Date 3/22/2010 Receipt No. 5031334
Processed by _____ AJ Date _____ WR _____ Date _____

SUPPORT DATA

IN FILE # 36-2533

RECORDATION REQUESTED BY:
ZIONS FIRST NATIONAL BANK
BURLEY OFFICE
102 WEST MAIN
BURLEY, ID 83318

WHEN RECORDED MAIL TO:

Zions First National Bank
Loan Servicing Group - UT RDWG 0187
2460 South 3270 West
West Valley City, UT 84119

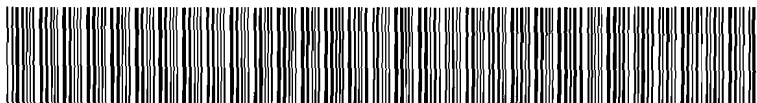
Instrument # 506649

MINIDOKA COUNTY, RUPERT, IDAHO
3-2-2010 03:48:31 No. of Pages: 4
Recorded for : RUPERT LAND TITLE
DUANE SMITH Fee: 12.00
Ex-Officio Recorder Deputy *K. Watson*

Instrument # 2100902

JEROME COUNTY, JEROME, IDAHO
3-4-2010 02:36:44 No. of Pages: 4
Recorded for : LAND TITLE & ESCROW
MICHELLE EMERSON Fee: 12.00
Ex-Officio Recorder Deputy *C. Bunch*
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated March 1, 2010, is made and executed between PARCEL NOS. 1 AND 2: JAMES K. SCHAEFFER AND DIANNE RAE SCHAEFFER, HUSBAND AND WIFE; PARCEL NOS 3 AND 4: SCHAEFFER AND SCHAEFFER, LLC, AN IDAHO LIMITED LIABILITY COMPANY; AND PARCEL NO. 5: JAMES SCHAEFFER AND DIANE SCHAEFFER, HUSBAND AND WIFE, AND ROGER SCHAEFFER, ALSO SHOWN OF RECORD AS ROGER LEON SCHAEFFER, A SINGLE MAN (referred to below as "Grantor") and ZIONS FIRST NATIONAL BANK, whose address is 102 WEST MAIN, BURLEY, ID 83318 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 16, 2008 (the "Mortgage") which has been recorded in MINIDOKA County, State of Idaho, as follows:

Recorded April 18, 2008 as Entry No. 496348.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in MINIDOKA County, State of Idaho:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION OF PROPERTY, TOGETHER WITH ANY AND ALL WATER RIGHTS, INCLUDING BUT NOT LIMITED TO WATER RIGHTS NUMBERS: 36-2533 and 36-12958, NOW OWNED OR HEREAFTER ACQUIRED WHICH ARE APPURTENANT THERETO.

The Real Property or its address is commonly known as PARCEL NO'S 1 & 2: 1005 WEST 300 NORTH, PAUL, ID 83347; PARCEL NO'S 3 & 4: 216 NORTH 1100 LANE WEST, PAUL, ID 83347; and PARCEL 5: 2640 EAST 500 SOUTH, HAZELTON, ID 83335. The Real Property tax identification number is RP09S22E0700C2A; RP09S22E0900D0A; RP09S22E1000C1A; RP09S21E091633A; RP09S21E096694A.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Parcels 1 through 4 are hereby added as shown on the attached Exhibit "A".

The section entitled "Definition of Note" is hereby deleted in its entirety and replaced with the following:

Definition of Note. Notwithstanding anything to the contrary herein, the word "Note" means the promissory note dated April 16, 2008, in the original principal amount of \$4,900,000.00 from Borrower to Lender; the promissory note dated April 16, 2008, in the original principal amount of \$2,000,000.00 from Borrower to Lender; a promissory note of even date herein, in the original principal amount of \$196,954.85 from Borrower to Lender; and a promissory note of even date herein, in the original principal amount of \$31,489.43 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 9001

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2010.

GRANTOR:

x James K. Schaeffer
JAMES K. SCHAEFFER, Individually

x Dianne Rae Schaeffer
DIANNE RAE SCHAEFFER, Individually

SCHAEFFER & SCHAEFFER, LLC

By: Dan Schaeffer
DAN SCHAEFFER, Member of SCHAEFFER & SCHAEFFER, LLC

By: R. Schaeffer
ROGER SCHAEFFER, Member of SCHAEFFER & SCHAEFFER, LLC

x James Schaeffer
JAMES SCHAEFFER, Individually

x Dianne Schaeffer
DIANNE SCHAEFFER, Individually

x R. Schaeffer
ROGER SCHAEFFER, Individually

x Roger Leon Schaeffer
ROGER LEON SCHAEFFER, Individually

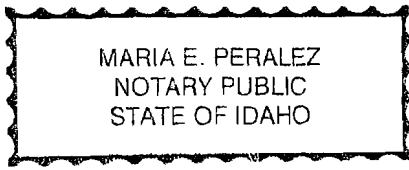
LENDER:

ZIONS FIRST NATIONAL BANK

x G. Scott
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Cassia) SS



On this and day of March, in the year 20 10, before me Maria E. Perez, a notary public in and for the State of Idaho, personally appeared JAMES K. SCHAEFFER; DIANNE RAE SCHAEFFER; JAMES SCHAEFFER; DIANNE SCHAEFFER; ROGER SCHAEFFER; and ROGER LEON SCHAEFFER, known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Maria E. Perez
Notary Public for Idaho

Residing at Burley

My commission expires 10/30/2012

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 9001

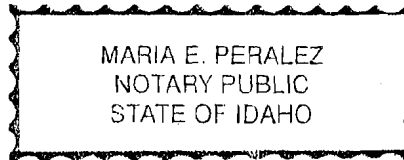
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Cassia

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) SS
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On this 2nd day of March, in the year 20 10, before me Maria E. Perez, a notary public in and for the State of Idaho, personally appeared DAN SCHAEFFER, Member of SCHAEFFER & SCHAEFFER, LLC and ROGER SCHAEFFER, Member of SCHAEFFER & SCHAEFFER, LLC, known or identified to me (or proved to me on the oath of _____), to be members or designated agents in the limited liability company of SCHAEFFER & SCHAEFFER, LLC, and the members or designated agents who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company name.

Maria E. Perez
Notary Public for Idaho

Residing at Burley

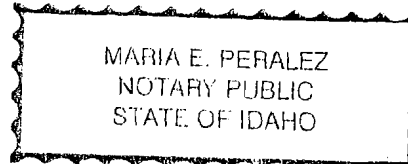
My commission expires 10/30/2012

LENDER ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Cassia

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) SS
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On this 2nd day of March, in the year 20 10, before me Maria E. Perez, a notary public in and for the State of Idaho, personally appeared G. Scott Jones, known or identified to me (or proved to me on the oath of _____), to be Vice Pres., authorized agent for ZIONS FIRST NATIONAL BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of ZIONS FIRST NATIONAL BANK, duly authorized by the ZIONS FIRST NATIONAL BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and in fact executed this said instrument on behalf of ZIONS FIRST NATIONAL BANK.

Maria E. Perez
Notary Public for Idaho

Residing at Burley

My commission expires 10/30/2012

EXHIBIT "A"

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 10: Farm Unit B, Tract B of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated September 27, 1957, on file in the office of the County Recorder, Minidoka County, Idaho), **SAVE AND EXCEPT** the following described tract:

Beginning at the North ¼ section corner of said Section 10, said corner marked by a 5/8 inch rebar on top of a U.S.B.R. iron pipe with brass cap which shall be the POINT OF BEGINNING;
Thence South 89°42'11" East along the North line of Section 10 for a distance of 476.90 feet to a U.S.B.R. iron pipe with brass cap at Corner No. 1 of Tract B, Farm Unit B;
Thence South 00°17'19" West along the tract line common to Tract A and Tract B for a distance of 583.06 feet to a U.S.B.R. iron pipe with brass cap at Corner No. 6 of Tract B, Farm Unit B;
Thence South 52°40'00" West along the tract line common to Tract A and Tract B for a distance of 805.67 feet;
Thence North 00°50'06" West for a distance of 1043.02 feet to a ½ inch rebar;
Thence North 00°50'06" West for a distance of 32.23 feet to the North line of Section 10;
Thence South 89°40'58" East along the North line of Section 10 for a distance of 182.31 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 9: Farm Unit C, Tract C of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated September 27, 1957, on file in the office of the County Recorder, Minidoka County, Idaho).

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 9: Farm Unit D, Tract D of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated September 27, 1957, on file in the office of the County Recorder, Minidoka County, Idaho).

PARCEL NO. 4:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 10: Farm Unit C, Tract C of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated September 27, 1957, on file in the office of the County Recorder, Minidoka County, Idaho), **EXCEPTING THEREFROM** the South 240 feet of the West 240 feet.

PARCEL NO. 5:

TOWNSHIP 9 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

SECTION 9: Tract B