

DEV

RECEIVED

OCT 05 2009

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER RESOURCES
WESTERN REGION

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): WR 29-246B, WR 29-13361, WR 29-2418, WR 29-2504

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 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

RECEIVED

OCT 08 2009

Department of Water Resources
Eastern Region

SUPPORT DATA

IN FILE # 29-246B

Zions Bank
P.O. Box 945
Blackfoot, Ida. 83221
208-785-7899

4. Name of Water Right Owner/Claimant(s) Darwin S. & Eloise M. Caldwell

5. Expiration Date of Notification Period 07-05-2034

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

7. Signature(s) (and title if applicable) Pyran Wattenberger
Commercial Loan Officer

For Office Use Only

Received by <u>[Signature]</u>	Date <u>10/5/09</u>	Fee <u>100⁰⁰</u>
Receipted by <u>[Signature]</u>	Date <u>10/5/09</u>	Receipt No. <u>2037933</u>
Processed by _____	Date _____	WR _____

Instrument # 183913

CARIBOU COUNTY

9-23-2009 11:49:29 No. of Pages: 2

Recorded for : ZIONS BANK

VEDA MASCARENAS

Ex-Officio Recorder Deputy

Index to: MODIFICATION AGREEMENT

Fee: 6.00

S. Leaves

RECORDATION REQUESTED BY:

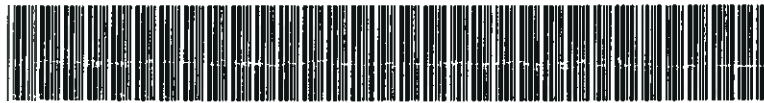
ZIONS FIRST NATIONAL BANK
BLACKFOOT OFFICE
1 RIVERSIDE PLAZA, P.O. BOX 945
BLACKFOOT, ID 83221

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



00000000000009002074009082009

THIS MODIFICATION OF MORTGAGE dated September 8, 2009, is made and executed between **DARWIN S. CARDWELL and ELOISE M. CARDWELL, HUSBAND AND WIFE** (referred to below as "Grantor") and **ZIONS FIRST NATIONAL BANK**, whose address is 1 RIVERSIDE PLAZA, P.O. BOX 945, BLACKFOOT, ID 83221 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 28, 1999 (the "Mortgage") which has been recorded in CARIBOU County, State of Idaho, as follows:

Recorded April 28, 1999 as Entry No. 158996 in the Office of the Caribou County Recorder, State of Idaho.

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

CARIBOU COUNTY, IDAHO:
TOWNSHIP 7 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN:
SECTION 1: LOT 7, SW1/4SE1/4, SW1/4.
SECTION 2: S1/2SW1/4SE1/4.
SECTION 11: E1/2NE1/4, NW1/4NE1/4.
SECTION 12: NW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4.

TOGETHER WITH ANY AND ALL WATER RIGHTS, INCLUDING BUT NOT LIMITED TO WATER RIGHTS NUMBERS: 29-246B, 29-13361, 29-2418 AND 29-2504, NOW OWNED OR HEREFTER ACQUIRED WHICH ARE APPURTENANT THERETO.

The Real Property or its address is commonly known as 2844 KELLY TOPONCE ROAD, BANCROFT, ID 83217. The Real Property tax identification number is 2448, 2451, 2458 AND 2462.

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

The maturity date of the Promissory Note is hereby extended from April 20, 2014 to April 5, 2024. The original Promissory Note dated April 24, 2001, as amended, is hereby renewed and new funds advanced by Lender to Borrower pursuant to that certain Promissory Note dated September 8, 2009, reflecting a current principal due of \$181,267.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidation of, and substitutions for these promissory notes or any loan 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 8, 2009.

GRANTOR:

x *Darwin S. Caldwell*
DARWIN S. CALDWELL

x *Eloise M. Caldwell*
ELOISE M. CALDWELL

LENDER:

ZIONS FIRST NATIONAL BANK

x Ryan Wattenbarger
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF Bingham)On this 11 day of September, in the year 20 09, before me The Undersigned
CALDWELL, 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.Ryan Wattenbarger
Notary Public for Idaho

Residing at _____

My commission expires _____
RYAN WATTENBARGER
NOTARY PUBLIC
RESIDING AT: SHELLEY, IDAHO
MY COMMISSION EXPIRES: 12/23/2014RYAN WATTENBARGER
NOTARY PUBLIC
STATE OF IDAHO

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)On this _____ day of _____, in the year 20 _____, before me _____
_____, a notary public in and for the State of Idaho, personally appeared _____
_____, known or identified to me (or proved to me on the oath of _____), to be _____
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.

Notary Public for Idaho _____

Residing at _____

My commission expires _____