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RECEIVED

MAR 7 2009

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 returned**

1. Water Right No(s) : 36-2557, 36-2568, 36-2074A and 36-7015B

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:

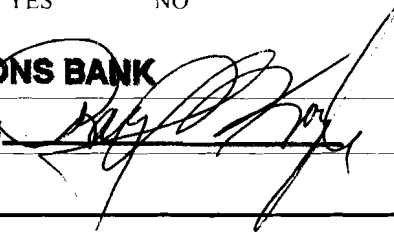
ZIONS FIRST NATIONAL BANK
2460 SOUTH 3270 WEST
WEST VALLEY CITY, UTAH 84119

4. Name of Water Right Owner/Claimant(s) : DIANNE SCHAEFFER, JAMES K SCHAEFFER, ELLEN DUFF, LEON DUFF,

5. Expiration Date of Notification Period
- 12-31-2014

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

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

ZIONS BANKBY: **For Office Use Only**

Received by <u>DCB</u>	Date <u>3/26/09</u>	Fee <u>\$1.00</u>
Receipted by <u>DCB</u>	Date <u>3/30/09</u>	Receipt No. <u>5030775</u>
Processed by _____	AJ Date _____	WR _____ Date _____

SUPPORT DATA
IN FILE # 36-2557

Instrument # 501324

MINIDOKA COUNTY, RUPERT, IDAHO
3-12-2009 09:29:45 No. of Pages: 3
Recorded for : ZIONS BANK
DUANE SMITH Fee: 9.00
Ex-Officio Recorder Deputy *sa*

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

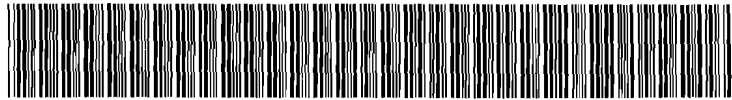
WHEN RECORDED MAIL TO:

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

Instrument # 2091225

JEROME COUNTY, JEROME, IDAHO
3-17-2009 11:28:19 No. of Pages: 3
Recorded for : LAND TITLE & ESCROW
MICHELLE EMERSON Fee: 9.00
Ex-Officio Recorder Deputy *Ch Bunch*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated March 3, 2009, is made and executed between PARCEL NO. 1: JAMES SCHAEFFER AND DIANNE SCHAEFFER, HUSBAND AND WIFE / PARCEL NOS. 2 & 3: JAMES K. SCHAEFFER AND DIANNE RAE SCHAEFFER, HUSBAND AND WIFE, DAN SCHAEFFER AND TAMERA SCHAEFFER, HUSBAND AND WIFE / PARCEL NO. 4: ROGER SCHAEFFER, A SINGLE MAN AND JAMES SCHAEFFER AND DIANE N. SCHAEFFER, HUSBAND AND WIFE / 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:

A Mortgage recorded April 18, 2008 as Document No. 496348 in Minidoka County Recorders Office, State of Idaho.

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

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 22 EAST, BOISE MERIDIAN, MINIDOKA COUNTY, IDAHO

SECTION 28: N1/2, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID N1/2 OF SAID SECTION 28; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID N1/2 A DISTANCE OF 320 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID N1/2 A DISTANCE OF 320 FEET; THENCE WEST PARALLEL WITH THE SOUTH BOUNDARY OF SAID N1/2 A DISTANCE OF 320 FEET TO THE WEST BOUNDARY OF SAID N1/2; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID N1/2 A DISTANCE OF 320 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 22 EAST, BOISE MERIDIAN, MINIDOKA COUNTY, IDAHO

SECTION 29: N1/2S1/2.

PARCEL NO. 3:

TOWNSHIP 8 SOUTH, RANGE 22 EAST, BOISE MERIDIAN, MINIDOKA COUNTY, IDAHO

SECTION 29: S1/2S1/2.

PARCEL NO. 4:

TOWNSHIP 8 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, MINIDOKA COUNTY, IDAHO

SECTION 30: SE1/4

PARCEL NO. 5:

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

SECTION 9: TRACT B

TOGETHER WITH ANY AND ALL WATER RIGHTS, INCLUDING BUT NOT LIMITED TO WATER RIGHTS NUMBER 36-2557, 36-2568, 36-2074A AND 36-7015B NOW OWNED OR HEREAFTER ACQUIRED WHICH ARE APPURTENANT THERETO.

The Real Property or its address is commonly known as 500 NORTH 1200 WEST, PAUL, ID 83347. The Real Property tax identification number is RP08S22E280000A, RP08S22E296000A, MH08S22E296000A, RP08S22E294800A, RP08S22E307200A, RP09S21E091633A.

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

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 9001

Page 2

To hereby add Parcel Nos. 2 through 5 to existing Mortgage.

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 endorsers 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 MARCH 3, 2009.

GRANTOR:

x James Schaeffer
JAMES SCHAEFFER

x James K Schaeffer
JAMES K SCHAEFFER

x Dan Schaeffer
DAN SCHAEFFER

x R. Schaeffer
ROGER SCHAEFFER

x Dianne Schaeffer
DIANE SCHAEFFER

LENDER:

ZIONS FIRST NATIONAL BANK

x [Signature]
Authorized Signer

x Dianne Schaeffer
DIANNE SCHAEFFER

x Dianne Rae Schaeffer
DIANNE RAE SCHAEFFER

x Tamera Schaeffer
TAMERA SCHAEFFER

x Diane N. Schaeffer
DIANE N. SCHAEFFER

x R. Leon Schaeffer
ROGER LEON SCHAEFFER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF CASSIA

On this 6 day of March, in the year 20 09, before me Ray M. Koyle, a notary public in and for the State of Idaho, personally appeared JAMES SCHAEFFER; DIANNE SCHAEFFER; JAMES K SCHAEFFER; DIANNE RAE SCHAEFFER; DAN SCHAEFFER; TAMERA SCHAEFFER; ROGER SCHAEFFER; DIANE N. SCHAEFFER; and ROGER LEON SCHAEFFER, known or identified to me (or proved to me on the oath of [Signature]), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho

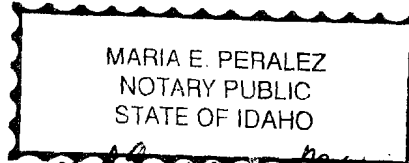
My commission expires 1-17-2012

Residing at

Burley, IDAHO

RAY M. KOYLE
NOTARY PUBLIC
STATE OF IDAHO

LENDER ACKNOWLEDGMENT

STATE OF IdahoCOUNTY OF Cassia)
) SS
)

On this 6th day of March, in the year 2009, before me Maria E. Peralez
a notary public in and for the State of Idaho, personally appeared Ray M. Koyle
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**.

Maria E. Peralez
Notary Public for Idaho

Residing at BurleyMy commission expires 10/30/2012