

RECEIVED

JUL 25 2005

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Southern 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): 36-2551; 36-7694, and 36-15501

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
Commercial Banking Center
1235 South Utah Avenue
Idaho Falls, ID 83402
(208) 557-5707

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

RANGEN, INC.

5. Expiration Date of Notification Period Revolving Line of Credit - annual maturity
No expiration date.

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

Zions First National Bank

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

By: Darren Lewis
Darren Lewis
Vice President & Commercial Loan Officer

For Office Use Only

Received by PM Date 7/26/05 Fee 25.00
Received by PM Date 7/26/05 Receipt No. 2027844
Processed by PM AJ Date _____ WR _____ Date _____

RECORDATION REQUESTED BY:
ZIONS FIRST NATIONAL BANK
IDAHO FALLS COMMERCIAL BANKING CENTER
1235 S UTAH AVENUE
IDAHO FALLS, ID 83402

Instrument # 212149
GOODING, GOODING, IDAHO
2005-07-21 10:06:25 No. of Pages: 3
Recorded for : GOODING TITLE
HELEN EDWARDS Fee: 9.00
Ex-Officio Recorder Deputy *Leri Joh*

WHEN RECORDED MAIL TO:

Zions First National Bank
Commercial Banking Center
1235 South Utah Avenue
Idaho Falls, ID 83402

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated July 12, 2005, is made and executed between RANGEN, INC., A CORPORATION (referred to below as "Grantor") and ZIONS FIRST NATIONAL BANK, whose address is 1235 S UTAH AVENUE, IDAHO FALLS, ID 83402 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 21, 2002 (the "Mortgage") which has been recorded in GOODING County, State of Idaho, as follows:

Recorded June 24, 2002 as Entry No. 195807 in the office of the Gooding County Recorder, State of Idaho, as modified.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2928B SOUTH 1175 EAST, HAGERMAN, ID 83332. The Real Property tax identification number is RP07S14E311801A, RP07S14E311205A, RP07S14E3236001A

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

The maturity date is hereby extended from July 5, 2005 to July 5, 2006.

Together with any and all Water Rights now owned or hereafter acquired which are appurtenant attached to:

Right Number: 36-2551, Priority date 07/13/1962, for 48.54 CFS

Right Number: 36-7694, Priority date 04/12/1977, for 26.00 CFS

Right Number: 36-15501, Priority date 07/01/1957, for 1.46 CFS.

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 JULY 12, 2005.

GRANTOR:

RANGEN, INC.

By:

Christopher T. Rangen
CHRISTOPHER T. RANGEN, President of RANGEN
INC.

7/18/2005

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 9001

Page 2

LENDER:

ZIONS FIRST NATIONAL BANK

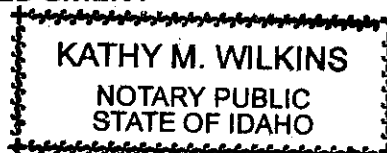
X Dan Lewis
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Shoshone

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) SS
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On this 18th day of July, in the year 20 05, before me Kathy M. Wilkins, a notary public in and for the State of Idaho, personally appeared CHRISTOPHER T RANGEN, President of RANGEN, INC., known or identified to me (or proved to me on the oath of Kathy M. Wilkins), to be an authorized signer of RANGEN, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Kathy M. Wilkins
Notary Public for Idaho

Residing at Shoshone, Idaho

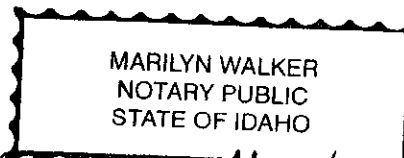
My commission expires 9-16-2010

LENDER ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Bonneville

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) SS
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On this 19th day of July, in the year 20 05, before me Marilyn Walker, a notary public in and for the State of Idaho, personally appeared Dan Lewis, known or identified to me (or proved to me on the oath of Marilyn Walker), to be Vice President and Commercial Loan Officer for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

Marilyn Walker
Notary Public for Idaho

Residing at Lewisville, Idaho

My commission expires 7/22/2008

EXHIBIT "A"

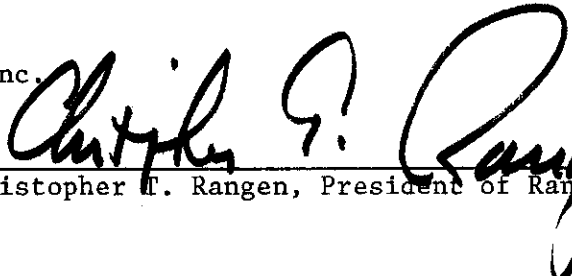
Township 7 South, Range 14 East of the Boise Meridian, Gooding County, Idaho

Sections 31 and 32: A Parcel of land located in the South one-half of the Northeast Quarter Section 31 and in the West one-half of Section 32 more particularly described as follows:

COMMENCING at the Northeast corner of said Section 31;
THENCE South $00^{\circ}12'51''$ East along the East boundary of Section 31 for a distance of 1315.34 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter and being the TRUE POINT OF BEGINNING;
THENCE South $89^{\circ}41'11''$ East along a fence for a distance of 1331.48 feet to a fence corner;
THENCE South $00^{\circ}08'01''$ East along a fence for a distance of 1410.48 feet;
THENCE North $77^{\circ}27'10''$ West leaving the fence for a distance of 1363.12 feet to a point on the East boundary of Section 31;
THENCE continuing North $77^{\circ}27'10''$ West for a distance of 781.61 feet;
THENCE North $17^{\circ}00'22''$ East for a distance of 285.10 feet to a point in the center of Billingsley Creek;
THENCE along the center of Billingsley Creek on the following courses:
 North $79^{\circ}05'02''$ West 192.79 feet;
 North $63^{\circ}01'58''$ West 140.06 feet;
 North $47^{\circ}29'14''$ West 158.11 feet;
 North $51^{\circ}07'05''$ West 479.57 feet;
 North $61^{\circ}54'39''$ West 76.50 feet to a point on the Easterly right of
 of way boundary of a County road;
THENCE North $34^{\circ}55'17''$ West along said Easterly County road right of way boundary for a distance of 99.80 feet to the point of curvature of a curve right;
THENCE along the arc of the curve right for a distance of 66.17 feet to a point on the North boundary of the Southwest Quarter of the Northeast Quarter, said curve having a radius of 220.48 feet and a chord bearing and distance of North $26^{\circ}19'23''$ West 65.93 feet;
THENCE South $89^{\circ}48'07''$ East along the North boundary of the Southwest Quarter of the Northeast Quarter for a distance of 319.59 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter;
THENCE South $89^{\circ}48'07''$ East along the North boundary of the Southeast Quarter of the Northeast Quarter for a distance of 1313.65 feet to the TRUE POINT OF BEGINNING.

Rangen, Inc.

By:


Christopher F. Rangen, President of Rangen, Inc.

7/18/2005