

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 08 2004

Department of Water Resources
Eastern 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

RECEIVED

SEP 13 2004

DEPARTMENT OF
WATER RESOURCES

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

Water Right No(s): 08-31-1912, 4-01-1956, 3-01-1902, 4-04-1955, 10-17-1955
34-659, 34-4136, 34-8718, 34-2474B, 34-10615

Adjudication Claim No(s): 2.18 CFS, PRIORITY of 6-01-1961

1. 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.

2. Name and Mailing Address of Person or Company holding Security Interest

ZIONS FIRST NATIONAL BANK

2460 SOUTH 3270 WEST

WEST VALLEY CITY, UT 84119

3. Name of Water Right Owner/Claimant(s) Timothy P. & Connie L. Sayer
Rt. 1, Box 67
Moore, Idaho 83255

4. Expiration Date of Notification Period 05-05-2019

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

6. Signature(s) (and title if applicable) Zions Bank By: Bill Hudson

Bill Hudson Vice-President

For Office Use Only

Received by KATY JACKSON Date 9/9/04 Fee \$125⁰⁰
 Receipted by KATY JACKSON Date 9/9/04 Receipt No. E030232
 Processed by _____ AJ Date _____ WR _____ Date _____

SUPPORT DATA
IN FILE # 34-659

Accom.
MB04144

RECORDATION REQUESTED BY:

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

NO. 0041002
RECORDED

JUL 07 2004

A.M. 2:52 P.M.
BUTTE COUNTY RECORDER

Talley S. McAffee

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



00000000000009001074006022004

THIS MODIFICATION OF MORTGAGE dated June 2, 2004, is made and executed between **TIMOTHY P. SAYER** and **CONNIE SAYER, 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 20, 2004 (the "Mortgage") which has been recorded in BUTTE County, State of Idaho, as follows:

RECORDED APRIL 27, 2004, AS INSTRUMENT NO. 0040601, IN THE BUTTE COUNTY RECORDER'S OFFICE, STATE OF IDAHO.

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

PARCEL 1:

TOWNSHIP 5 NORTH, RANGE 25 E.B.M., BUTTE COUNTY, IDAHO,
SECTION 1: SE 1/4

TOWNSHIP 5 NORTH, RANGE 26 E.B.M., BUTTE COUNTY, IDAHO,

SECTION 6: LOTS 6 AND 7, E 1/2 SW 1/4, S 1/2 SE 1/4

SECTION 7: LOTS 1,2,3 & 4, EXCEPTING THEREFROM A PORTION OF SAID LOT 1, DESCRIBED AS: BEGINNING AT A POINT WHERE THE E. LINE OF SAID LOT 1 INTERSECTS THE S. BOUNDARY LINE RIGHT-OF-WAY OF THE ANTELOPE PUBLIC ROAD; THENCE RUNNING W. 409 FEET ALONG SAID RIGHT-OF-WAY BOUNDARY LINE OF ANTELOPE ROAD TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING W. ALONG SAID S. BOUNDARY LINE RIGHT-OF-WAY 300 FEET; THENCE AT RIGHT ANGLES TO SAID PUBLIC ROAD S. APPROXIMATELY 450 FEET TO THE S. LINE OF SAID LOT 1, THENCE E. 300 FEET; THENCE NORTHERLY 450 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: COUNTY ROADS,

PARCEL 2:

TOWNSHIP 5 NORTH, RANGE 25 E.B.M., BUTTE COUNTY, IDAHO,
SECTION 1: SW 1/4

EXCEPTING THEREFROM: COUNTY ROADS

TOGETHER WITH ANY AND ALL WATER RIGHTS NOW OWNED OR HEREAFTER ACQUIRED WHICH ARE APPURTENANT THERETO.

The Real Property or its address is commonly known as 3526 ANTELOPE ROAD, MOORE, ID 83255. The Real Property tax identification number is RP05N25E017200, RP05N26E064800, RP05N26E070140 AS TO PARCEL 1 AND RP05N25E014800 AS TO PARCEL 2

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

THE LEGAL DESCRIPTION IS HEREBY MODIFIED AS DESCRIBED ABOVE TO INCLUDE WATER RIGHTS.

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.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION. A. This commitment is conditional upon loan proceeds not being used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 9001

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B. All guaranteed lenders will be required to monitor compliance of these requirements as part of their servicing responsibilities. During loan servicing contacts the Borrower's compliance is to be reviewed and analyzed. If the Borrower violates 7 C.F.R. Part 1940, Subpart G, Exhibit M requirements, the loan will be in default.

C. If loan applicants' farm properties contain any highly erodible land, wetland, or converted wetland; the lender will include the following provisions in its debt and security loan instruments:

Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit "M".

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 2, 2004.

GRANTOR:

x Timothy P. Sayer
TIMOTHY P. SAYER

x Connie L. Sayer
CONNIE L. SAYER

LENDER:

ZIONS FIRST NATIONAL BANK

x Ryan Watten Sayer
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF BINGHAM

On this 30 day of June, in the year 20 04, before me William D. Hudson, a Notary Public in and for the State of Idaho, personally appeared TIMOTHY P. SAYER and CONNIE L. SAYER, known or identified to me (or proved to me on the oath of William D. Hudson), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

William D. Hudson
Notary Public for Idaho

My commission expires _____

Residing at _____

MY COMMISSION EXPIRES MAY 6, 2005

Notary Public

Residing At Blackfoot, Idaho

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 9001

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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 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.

Notary Public for Idaho _____ Residing at _____
My commission expires _____

TIM SAYER

WATER RIGHTS

Together with any and all water rights now owned or hereafter acquired which are appurtenant thereto.

Decree 34-659 for 3.2 CFS, priority of 08-31-1912 for 151 acres from South Fork Antelope Creek.

Decree 34-4136 for 3.02 CFS, priority of 4-01-1956 for 151 acres from a well.

Decree 34-817B for .8 CFS, priority 3-01-1902 for 32 acres from storage in Mackay Reservoir.

Decree 34-2474B for 11.2 CFS, priority 4-04-1955 for 504 acres from South Fork Antelope Creek.

Decree 34-10615 for 3.34 CFS, priority of 10-17-1955 for 504 acres from well.

Beneficial Use Claim for 2.18 CFS, priority of 6-01-1961 for 504 acres from well.

TPS CFS

TIM SAYER

"ATTACHMENT"

MORTGAGE AND FIXTURE FILING

ALL IRRIGATION EQUIPMENT NOW OWNED AND HEREAFTER ACQUIRED INCLUDING BUT NOT LIMITED TO THE FOLLOWING DESCRIPTION:

(1) G.E. MOTOR 100 HP, SERIAL NUMBER JNJ928420;
ONE (1) AUTORA TURB 10', SERIAL NUMBER 3P8-85865;
ONE (1) G.E. MOTOR 75HP, SERIAL NUMBER FNJ601432;
ONE (1) AUORA TURB PUMP 10";
ONE (1) G.E. MOTOR 75 HP, SERIAL NUMBER OJJ6949611;
ONE (1) WINTROTH TURB PUMP 100', SERIAL NUMBER 8452;
ONE (1) U.S. MOTOR 75 HP, SERIAL NUMBER 1243920;
ONE (1) WINTROTH TURB PUMP 100', SERIAL NUMBER 10166;
MAINLINE BURIED STEEL, 12"-6", 7,490'
MAINLINE PORTABLE ALUMINUM, 10"-8" 2,100';
WHEEL-LINES A&M (3), 4", 3,840';
THREE (3) CENTER PIVOTS MEL BOW, 3,840';
ONE (1) VALLEY PIVOT, SERIAL NUMBER 78015.

TPS

CS