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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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JUN 26 2003

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

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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.

1. Water Right No(s): 43-02492; 43-12990; and 43-10412  
Adjudication Claim No(s): 43-02492; 43-12990; and 43-10412
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. See Attachment A.**
  - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest  
SN Servicing Corporation (successor in interest to KeyBank of Idaho)  
323 5th Street  
Eureka, CA 95501
4. Name of Water Right Owner/Claimant(s) See Attachment B
5. Expiration Date of Notification Period December 11, 2004
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) Cassey Rabutzer  
Attorney for SN Servicing Corporation

**For Office Use Only**

|                         |                     |                                                 |
|-------------------------|---------------------|-------------------------------------------------|
| Received by <u>DAH</u>  | Date <u>6-26-03</u> | Fee <u>\$25- Each (\$75<sup>00</sup> total)</u> |
| Receipted by <u>DAH</u> | Date <u>6-26-03</u> | Receipt No. <u>W030642</u>                      |
| Processed by <u>AJ</u>  | Date <u>6-26-03</u> | WR <u>        </u> Date <u>        </u>         |

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Key Bank of Idaho  
BURLLEY  
1301 OVERLAND  
BURLLEY, ID 83318  
2086780680 (Lender)

243481

21221  
27222

# MORTGAGE

|                                                                   |  |                                                                   |  |
|-------------------------------------------------------------------|--|-------------------------------------------------------------------|--|
| <b>BORROWER</b>                                                   |  | <b>MORTGAGOR</b>                                                  |  |
| LYNN HEWARD<br>ANITA HEWARD                                       |  | LYNN HEWARD<br>ANITA HEWARD                                       |  |
| <b>ADDRESS</b>                                                    |  | <b>ADDRESS</b>                                                    |  |
| 295 E. 300 SOUTH<br>BURLLEY, ID 83318<br>TELEPHONE NO. 2086780680 |  | 295 E. 300 SOUTH<br>BURLLEY, ID 83318<br>TELEPHONE NO. 2086780680 |  |
| <b>IDENTIFICATION NO.</b> 519-58-7109                             |  | <b>IDENTIFICATION NO.</b> 519-58-7109                             |  |

1. **GRANT.** Mortgagor hereby mortgages, grants, assigns and conveys to Lender, identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all of Borrower's and Mortgagor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender, plus all accrued and unpaid interest and all additional amounts owing to Lender under this Mortgage, pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

| INTEREST RATE | PRINCIPAL AMOUNT/CREDIT LIMIT | FUNDING/AGREEMENT DATE | MATURITY DATE | CUSTOMER NUMBER | LOAN NUMBER |
|---------------|-------------------------------|------------------------|---------------|-----------------|-------------|
| VARIABLE      | \$232,000.00                  | 05/30/96               | 05/20/16      | 4001100754      | 10001       |

(b) ☐ If checked, all other present or future, written or oral, agreements between Borrower or Mortgagor and Lender (whether incurred for the same or different purposes than the foregoing);

(c) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. **FUTURE ADVANCES AND EXPENSES.** This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or made at the option of Lender or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$ 232,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged Property with interest on such disbursements. Any such future advances, whether obligatory or made at the option of Lender or otherwise, may be made either prior to or after the due dates of the promissory notes or any other agreements secured by or described in this Mortgage. All covenants and agreements contained in this Mortgage shall be applicable to all future advances made by Lender to Borrower or Mortgagor under this future advance clause.

4. **CONSTRUCTION PURPOSE.** ☐ If checked, this Mortgage secures an indebtedness for construction purposes.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage; and

(g) Mortgagor is the owner of the Property and there are no defenses or offsets to this Mortgage.

6. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER OR MORTGAGOR.** On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law. At Lender's request, Mortgagor shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

7. **INQUIRES AND NOTIFICATION TO THIRD PARTIES.** Mortgagor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Mortgagor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

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8. **INTERFERENCE WITH LEASES AND OTHER AGREEMENTS.** Mortgagor shall not take or fail to take any action which may result in the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any moneys payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in an Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under any Agreement and purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

9. **ASSIGNMENT OF RENTS.** To the extent not inconsistent with other assignments to Lender, Mortgagor hereby assigns to Lender the rents under each tenancy of the Property as security for the payment of the Obligations and grants to Lender the right to collect such rents and to apply the same to the Obligations. This right to continue until the Obligations are paid in full; provided that Lender waives the enforcement of this right until an event of default occurs. Mortgagor agrees to timely perform all of Mortgagor's obligations on all such tenancies. Mortgagor agrees that it will not assign or conditionally assign any of the rents or profits from the Property. Mortgagor agrees that all tenancies and renewals thereof entered into in the future shall be subject to the approval of Lender.

10. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessors, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not a default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

11. **USE AND MAINTENANCE OF PROPERTY.** Mortgagor shall, at Mortgagor's sole cost and expense, take all actions and make any repairs needed to maintain the Property in good condition, including, but not limited to, any remedial action required pursuant to Environmental Law, ordinance, rule, regulation or government action. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

12. **LOSS OR DAMAGE.** Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property. No portion of the Property may be structurally altered, removed or demolished without the prior written consent of Lender.

13. **INSURANCE.** At all times that the Obligations are outstanding, Mortgagor shall maintain insurance with respect to the Property and improvements against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including but not limited to, insurance on the Property for its full value, but in no event in an amount less than the amount secured hereby, against all hazards, including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 26 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. All monies payable to Mortgagor from such insurance policies are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs including appraisal fees, and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Mortgagor shall be obligated to rebuild and restore the Property.

14. **ZONING AND PRIVATE COVENANTS.** Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

15. **CONDEMNATION.** Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs including appraisal fees, in connection with the condemnation or eminent domain proceedings and then, at the sole option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

16. **LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Mortgagor shall cooperate and assist Lender in any action hereunder.

17. **INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities, (including attorneys' fees and legal expenses, to the extent permitted by applicable law) caused by action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

18. **TAXES AND ASSESSMENTS.** Mortgagor shall pay all taxes and assessments relating to the Property when due. Upon the request of Lender, Mortgagor shall deposit with Lender each month up to one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender to the extent permitted by law. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the obligations. Any funds applied against the Obligations shall be applied in the inverse order of the due dates thereof.

19. **INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS.** Mortgagor shall allow Lender or its agents to examine, inspect and conduct any tests on the Property, including, but not limited to, taking soil samples in order to determine whether Mortgagor is in continuing compliance with Environmental Laws, and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

20. **ESTOPPEL CERTIFICATES.** Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance of the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

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**1. DEFAULT.** Mortgagor shall be in default if:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
- (c) allows the Property to be damaged or destroyed in any material respect; lost or stolen, or subjected to seizure or confiscation;
- (d) seeks to revoke, terminate or otherwise limit its liability under any debt instrument or guaranty to Lender;
- (e) becomes insolvent, makes an assignment for the benefit of creditors, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower, or any guarantor is named or has property taken under any writ or process of court;
- (f) allows the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal; or
- (g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
- (h) causes Lender to deem itself insecure due to a significant decline in the value of the Property.

**22. RIGHTS OF LENDER ON DEFAULT.** If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Mortgagor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Mortgagor and Lender;
- (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
- (e) to take immediate possession, management and control of the Property without seeking appointment of a receiver;
- (f) to apply for and obtain the appointment of a receiver for the Property without regard to Mortgagor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (g) to foreclose this Mortgage;
- (h) to set-off the Obligations against any amounts held by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required.

**23. APPOINTMENT OF RECEIVER.** Lender in any action to foreclose this Mortgage shall be entitled, without notice and as a matter of right and without regard to the adequacy of any security of the indebtedness or the solvency of Mortgagor, upon application to any court having jurisdiction, to the appointment of a receiver of the rents, income and profits of the mortgaged Property. Upon and following a default, as a matter of right and without regard to the adequacy of any security for the Obligations, Mortgagor, upon demand of Lender, shall surrender the possession of, and it shall be lawful for Lender, by such officer or agent as it may appoint, to take possession, of all or any part of the mortgaged Property together with the books, papers, and accounts of the Mortgagor pertaining thereto, and to hold, operate and manage the same, and from time to time to make all needed repairs and improvements as Lender shall deem wise; and, if Lender deems it necessary or desirable, to complete construction and equipping of any improvements and in the course of such construction or equipping to make such changes to the same as it may deem desirable; and Lender may sell the mortgaged Property or any part thereof, or institute proceedings for the complete or partial foreclosure of the lien of this Mortgage on the mortgaged Property, or lease the Property or any part thereof in the name and for the account of Lender and collect, receive and sequester the rents, revenues, earnings, income, products and profits therefrom, and out of the same and any other monies received hereunder pay or provide for the payment of, all proper costs and expenses of taking, holding, leasing, selling and managing the same, including reasonable compensation to Lender, its agents and counsel, and any charges Lender hereunder, and any taxes and other charges prior to the lien of this Mortgage which Lender may deem it wise to pay.

**24. WAIVER OF HOMESTEAD AND OTHER EXEMPTIONS.** Mortgagor hereby waives all homestead or other exemptions to which Mortgagor would otherwise be entitled under any applicable law.

**25. APPLICATION OF FORECLOSURE PROCEEDS.** The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in accordance with applicable statutes regarding foreclosure sales.

**26. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Upon demand, Mortgagor shall immediately reimburse Lender for all amounts and costs (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Mortgagor or in an action to enforce any right or remedy of Lender under this Mortgage, including, but not limited to, any foreclosure proceedings, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

**27. APPLICATION OF PAYMENTS.** All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

**28. COLLECTION COSTS.** Mortgagor agrees to pay to Lender, to the extent permitted by law, all costs and expenses incurred in collecting any amount due or enforcing any right or remedy under this Mortgage, including reasonable attorneys' fees (including representation in any bankruptcy proceedings) and collection costs.

**29. POWER OF ATTORNEY.** Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

**30. RELEASES.** Lender may, at its option, release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property. Mortgagor shall be responsible for payment of all costs of any release, including recording fees.

**31. MODIFICATION AND WAIVER.** The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Should any agreement be hereafter entered into modifying or changing the terms of this Mortgage or the Obligations secured hereby in any manner the rights of the parties to such agreement shall be superior to the rights of the holder of any intervening lien. Lender may perform any of Mortgagor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, third party or any of its rights against any Mortgagor, third party or any of the Property.

**32. SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

**33. NOTICES.** Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and, in the case of any other means of delivery, such notice shall be deemed given when received by the person to whom such notice is being given.

**34. SEVERABILITY.** If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

**35. APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state where the Property is located. Mortgagor consents to the jurisdiction and venue of any court located in such state.

**36. MISCELLANEOUS.** Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage and any related documents represent the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions of these documents.

**37. JURY TRIAL WAIVER.** MORTGAGOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS MORTGAGE OR THE PROPERTY SECURING THIS MORTGAGE.

38. ADDITIONAL TERMS.

SEE ATTACHED ADDENDUM A

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated: MAY 30, 1996

MORTGAGOR: LYNN HEWARD

MORTGAGOR: ANITA HEWARD

*Lynn Heward*  
LYNN HEWARD

*Anita Heward*  
ANITA HEWARD

MORTGAGOR:

MORTGAGOR:

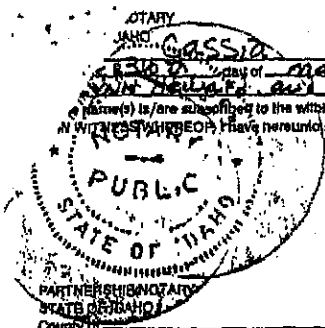
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MICROFILM  
111 2 8 2303



before me, the undersigned notary public in and for said State, personally appeared \_\_\_\_\_ known or identified to me to be the person(s)

(name(s) is/are subscribed to the within instrument, and acknowledged to me he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

Roger M. Faller

Notary Public for Idaho

Residing at: Paul

Commission expires: 11-24-2000

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_

known or identified to me to be one of the partners in the partnership of \_\_\_\_\_

and the partner who subscribed said partnership name on the within foregoing instrument, and acknowledged to me that \_\_\_\_\_

executed the same in said partnership name.

IN WITNESS WHEREAS, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public for Idaho

Residing at:

Commission expires:

CORPORATE NOTARY

STATE OF IDAHO

County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public in and for said state, personally appeared \_\_\_\_\_

and \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_

of \_\_\_\_\_

the corporation that executed the within instrument or the person who executed the same on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho

Residing at:

Commission expires:

**SCHEDULE A**

The street address of the Property (if applicable) is: **FARM LAND  
BURLEY, ID 83318**

The legal description of the Property is:

**PARCEL 1: TOWNSHIP 11 SOUTH, RANGE 26 EAST, BOISE MERIDIAN, SECTION 12:  
NE 1/4; TOWNSHIP 11 SOUTH, RANGE 27 EAST, SECTION 7: WEST 430.96 FEET OF  
GOVERNMENT LOTS 1 AND 2.  
PARCEL 2: TOWNSHIP 11 SOUTH, RANGE 26 EAST, SECTION 12: SE1/4.**

**SCHEDULE B**

**NONE**

**MICROFILMED**

**JUN 28 2000**

This instrument was prepared by: **Key Bank of Idaho**

After recording return to Lender.

*Handwritten initials and date: 11-21-2000*

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA )  
Case No. 39576 )  
PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR  
Water Right 43-02492

NAME AND ADDRESS: ANITA HEWARD  
LYNN HEWARD  
295 EAST 300 SOUTH  
BURLEY, ID 83318

SOURCE: GROUND WATER

QUANTITY: 3.59 CFS  
7.39 AFY

USE OF THIS RIGHT WITH RIGHT NO. 43-12990 IS LIMITED TO A  
TOTAL COMBINED DIVERSION RATE OF 3.59 CFS AND TO A TOTAL  
COMBINED ANNUAL DIVERSION VOLUME OF 736 AF.

PRIORITY DATE: 03/18/1960

POINT OF DIVERSION: T11S R26E S12 NWNWNE Within Cassia County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE  | QUANTITY               |
|-------------------------------|----------------|----------------|------------------------|
|                               | Irrigation     | 03-15 TO 11-15 | 3.59 CFS<br>736.00 AFY |

| PLACE OF USE: | Irrigation        | Within Cassia County                                                                                 |
|---------------|-------------------|------------------------------------------------------------------------------------------------------|
|               | T11S R26E S12     | NENE 40.0<br>NWNE 35.0<br>SWNE 39.0<br>SENE 40.0<br>NESE 33.0<br>NWSE 32.0<br>SWSE 31.0<br>SESE 32.0 |
|               | R27E S07 LOT 1    | (NWNW) 12.0                                                                                          |
|               | LOT 2             | (SWNW) 12.0                                                                                          |
|               | 306.0 Acres Total |                                                                                                      |

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 184 ACRES WITHIN  
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

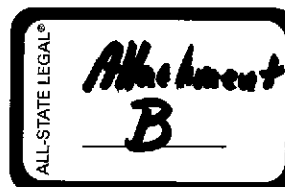
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

*Roger Burdick*  
Roger Burdick  
Presiding Judge of the  
Snake River Basin Adjudication

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)  
Water Right 43-02492



PAGE 1  
Jun-24-2002

MICROFILMED  
JUN 28 2003

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA )  
 ) PARTIAL DECREE PURSUANT TO  
 ) I.R.C.P. 54(b) FOR  
Case No. 39576 )  
 )  
 ) Water Right 43-12990

NAME AND ADDRESS: LYNN HEWARD  
295 EAST 300 SOUTH  
BURLEY, ID 83318

SOURCE: GROUND WATER

QUANTITY: 2.33 CFS

USE OF THIS RIGHT WITH RIGHT NO. 43-2492 IS LIMITED TO A  
TOTAL COMBINED DIVERSION RATE OF 3.59 CFS AND TO A TOTAL  
COMBINED ANNUAL DIVERSION VOLUME OF 736 AF.

PRIORITY DATE: 06/30/1985

POINT OF DIVERSION: T11S R26E S12 NWNWNE Within Cassia County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE  | QUANTITY |
|-------------------------------|----------------|----------------|----------|
|                               | Irrigation     | 03-15 TO 11-15 | 2.33 CFS |

| PLACE OF USE: | Irrigation                                 | Within Cassia County |
|---------------|--------------------------------------------|----------------------|
|               | T11S R26E S12                              | NENE 40.0 NWNE 35.0  |
|               |                                            | SWNE 39.0 SENE 40.0  |
|               |                                            | NESE 33.0 NWSE 32.0  |
|               |                                            | SWSE 31.0 SESE 32.0  |
|               | R27E S07 LOT 1 (NWNW)12.0 LOT 2 (SWNW)12.0 |                      |
|               | 306.0 Acres Total                          |                      |

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 122 ACRES WITHIN  
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS RIGHT IS AN EXPANSION OF RIGHT NO. 43-2492 PURSUANT TO  
SECTION 42-1416B, IDAHO CODE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

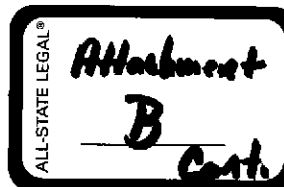
RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance  
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a  
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final  
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

*Roger Burdick*

Roger Burdick  
Presiding Judge of the  
Snake River Basin Adjudication

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)  
Water Right 43-12990



PAGE 1  
Jun-25-2002

MICROFILMED

JUL 28 2002

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA ) PARTIAL DECREE PURSUANT TO  
Case No. 39576 ) I.R.C.P. 54(b) FOR  
Water Right 43-10412

NAME AND ADDRESS: ANITA HEWARD  
LYNN HEWARD  
295 EAST 300 SOUTH  
BURLEY, ID 83318

SOURCE: GROUNDWATER

QUANTITY: 0.16 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000  
GALLONS PER DAY.

PRIORITY DATE: 12/17/1959

POINT OF DIVERSION: T11S R26E S12 NWNE Within Cassia County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE  | PERIOD OF USE  | QUANTITY |
|-------------------------------|-----------------|----------------|----------|
|                               | Domestic 1 HOME | 01-01 TO 12-31 | 0.04 CFS |
|                               | Stockwater      | 11-15 TO 04-01 | 0.12 CFS |

|               |               |      |                      |
|---------------|---------------|------|----------------------|
| PLACE OF USE: | Stockwater    |      | Within Cassia County |
|               | T11S R26E S12 | NWNE |                      |
|               | Domestic      |      | Within Cassia County |
|               | T11S R26E S12 | NWNE |                      |

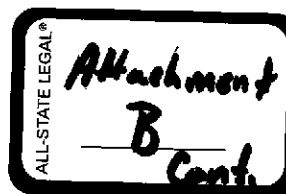
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A  
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

  
Daniel C. Hurlbutt, JR.  
Presiding Judge  
Snake River Basin Adjudication



SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)  
Water Right 43-10412

PAGE 1  
Jul-24-1998

MICROFILMED

JUL 28 2003

ADDENDUM A

ADDENDUM A FOR NOTE

BORROWER RECOGNIZES THAT THE LOAN DESCRIBED IN THIS NOTE WILL BE IN DEFAULT SHOULD ANY LOAN PROCEEDS BE 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, SUBJECT TO 7 CFR PART 1940, SUBPART G, EXHIBIT M.

ADDENDUM A TO THE MORTGAGE

BORROWER FURTHER AGREES THAT THE LOAN(S) SECURED BY THIS INSTRUMENT WILL BE IN DEFAULT SHOULD ANY LOAN PROCEEDS BE 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, AS FURTHER EXPLAINED IN 7 CFR PART 1940, SUBPART G, EXHIBIT M.

RECORDED AT THE REQUEST OF  
LAND TITLE & ESCROW  
FILM 228

REC. JUN 19 P 3:16

CASSIA COUNTY, IDAHO  
DARRELL M. RUSKELLEY  
RECORDER

FEE 18.00 DEPUTY

LAND TITLE & ESCROW

243481

MICROFILMED

When Recorded Return to:

Moffatt, Thomas, Barrett, Rock & Fields  
Attn: Casey C. Robertson  
P. O. Box 829  
Boise, Idaho 83701

286027

SNSC #152026

ASSIGNMENT OF MORTGAGE

For value received, **KEYBANK NATIONAL ASSOCIATION**, hereby conveys, assigns, and transfers to **SN COMMERCIAL, LLC, AN ALASKA LIMITED LIABILITY COMPANY**, whose address is 323 Fifth Street, Eureka, California 95501 of Assignor's right, title and interest in and to the Mortgage dated May 30, 1996, executed by G. Lynn Heward, aka Lynn Heward, and Anita Heward, husband and wife, and recorded on June 19, 1996, as Instrument No. 243481, in the official records of Cassia County, Idaho, covering the real property described therein, together with any note or notes described therein, the money due and to become due thereon, with interest, and all rights accrued or to accrue under the Mortgage.

Effective date of Assignment: May 10, 2002

~~XXXXXXXXXXXX~~

**KEYBANK NATIONAL ASSOCIATION  
AKA KEY BANK OF IDAHO**

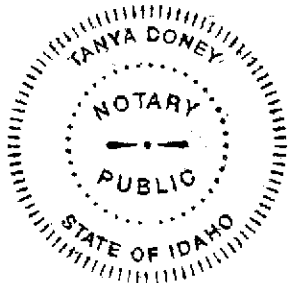
By: *Randy King*  
Name: Randy King  
Title: Vice President

STATE OF IDAHO )

County of Ada )ss.

On this 9<sup>th</sup> day of January, 2003, before me, Tanya Doney, personally appeared Randy King, know or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the Vice President of **KEYBANK NATIONAL ASSOCIATION AKA KEY BANK OF IDAHO**, the corporation that executed the instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written..



*Tanya Doney*  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise Idaho  
My Commission Expires 4/25/08

MICROFILMED

JUN 24 2003

RECORDED AT THE REQUEST OF  
*Moffatt, Thomas, Barrett, Rock & Fields*  
2003 JUN 21 PM 1 00

03 JUN 21 PM 1 00

CASSIA COUNTY, IDAHO  
LARRY A. MICKELSEN  
RECORDER  
FEE 300  
DEPUTY *[Signature]*

286027

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA )  
                  ) PARTIAL DECREE PURSUANT TO  
                  ) I.R.C.P. 54(b) FOR  
Case No. 39576 )  
                  ) Water Right 43-02492

NAME AND ADDRESS: ANITA HEWARD  
LYNN HEWARD  
295 EAST 300 SOUTH  
BURLEY, ID 83318

SOURCE: GROUND WATER

QUANTITY: 3.59 CFS  
7.39 AFY

USE OF THIS RIGHT WITH RIGHT NO. 43-12990 IS LIMITED TO A  
TOTAL COMBINED DIVERSION RATE OF 3.59 CFS AND TO A TOTAL  
COMBINED ANNUAL DIVERSION VOLUME OF 736 AF.

PRIORITY DATE: 03/18/1960

POINT OF DIVERSION: T11S R26E S12 NWNWNE Within Cassia County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE  | QUANTITY               |
|-------------------------------|----------------|----------------|------------------------|
|                               | Irrigation     | 03-15 TO 11-15 | 3.59 CFS<br>736.00 AFY |

| PLACE OF USE: | Irrigation                                 | Within Cassia County |
|---------------|--------------------------------------------|----------------------|
|               | T11S R26E S12                              | NENE 40.0 NWNE 35.0  |
|               |                                            | SWNE 39.0 SENE 40.0  |
|               |                                            | NESE 33.0 NWSE 32.0  |
|               |                                            | SWSE 31.0 SESE 32.0  |
|               | R27E S07 LOT 1 (NWNW)12.0 LOT 2 (SWNW)12.0 |                      |
|               | 306.0 Acres Total                          |                      |

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 184 ACRES WITHIN  
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

  
\_\_\_\_\_  
Roger Burdick  
Presiding Judge of the  
Snake River Basin Adjudication



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098  
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

July 23, 2003

ANITA HEWARD  
LYNN HEWARD  
295 E 300 S  
BURLEY ID 83318

RE: Change of Ownership for Water Rights 43-2492, 43-10412, 43-12990

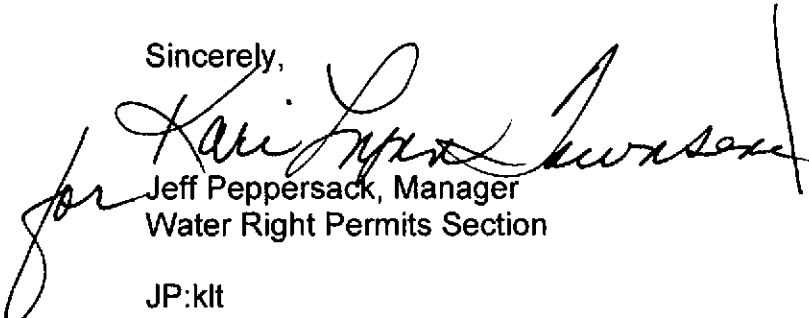
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to add **SN Servicing Corporation** in the capacity of Security Interest holder. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

  
for Jeff Peppersack, Manager  
Water Right Permits Section

JP:klt

Enclosures

cc: SN SERVICING CORP  
323 5<sup>TH</sup> ST  
EUREKA CA 95501

MICROFILMED  
JUL 23 2003

# Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

Eugene C. Thomas  
John W. Barrett  
R. B. Rock  
Richard C. Fields  
Robert E. Bakes  
John S. Simko  
John C. Ward  
D. James Manning  
Gary T. Dance  
Larry C. Hunter  
Morgan W. Richards  
Mark A. Ellison  
Randall A. Peterman  
Mark S. Prusynski  
Stephen R. Thomas

Glenna M. Christensen  
Gerald T. Husch  
Scott L. Campbell  
Michael G. McPeck  
Robert B. Burns  
James C. Dale  
Michael E. Thomas  
Patricia M. Olsson  
James C. deGlee  
Bradley J. Williams  
Lee Radford  
Michael O. Roe  
David S. Jensen  
James L. Martin  
C. Clayton Gill

David P. Gardner  
Casey C. Robertson  
Julian E. Gabiola  
Angela Schaer Kaufmann  
Benjamin H. Schwartz  
Jon A. Stenquist  
Bradley J. Dixon  
Keasa L. Hollister  
Mark C. Peterson  
Andrew J. Waldera  
Shawn C. Nunley

Willis C. Moffatt, 1907-1980  
Kirk R. Helvie, 1956-2003

RECEIVED

JUN 26 2003

WATER RESOURCES  
WESTERN REGION

June 25, 2003

Via U.S. Mail

Boise  
Idaho Falls  
Pocatello

RECEIVED

JUN 27 2003

Department of Water Resources  
101 S Capitol Blvd 10th Fl  
PO Box 829  
Boise Idaho 83701 0829

208 345 2000 ✓  
800 422 2889  
208 385 5384 Fax  
www.moffatt.com

IDWR

Attn: Carilynn Townsend

2735 Airport Way

Boise, Idaho 83705-5082

**Re: Notice of Security Interest in a Water Right  
Heward, Lynn**

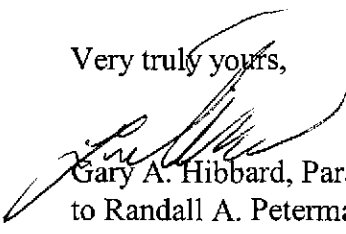
MTBR&F File No. 19-112.80

Dear Carilynn:

Please find the enclosed *Notice of Security Interest in a Water Right* and supporting documentation evidencing SN Servicing Corporation, successor in interest to KeyBank of Idaho security interest.

In addition, please find a check in the amount \$75.00 to cover the filing fee

Very truly yours,

  
Gary A. Hibbard, Paralegal  
to Randall A. Peterman

/gah

cc: Kraig Johnston

MICROFILMED

JUN 26 2003