



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 17, 2005

ZIONS FIRST NATIONAL BANK
2460 S 3270 W
WEST VALLEY UT 84119

RE: Security Interest for Decreed Water Right 36-12617

Dear Interested Parties:

Our letter of December 15, 2004 (copy enclosed) requesting a corrected security interest form from your office remains unanswered. Therefore, I am returning the security interest request. A copy of your request information will be kept in our files for reference.

We also provided a Notice of Change in Water Right Ownership form to be forwarded to your clients. There has been no response to that. If you are still interested in pursuing the security interest notice, please resubmit the forms and we will be happy to complete the processing.

If you have any questions regarding this matter, please call me at 208-287-4952.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kari Lynn Townsend', is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Kari Lynn Townsend
Secretary

KLT:k

Enclosures

RECEIVED

DEC 10 2004

Department 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**

RECEIVED

DEC 15 2004

DEPARTMENT OF
WATER RESOURCESPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned1. Water Right No(s): 36-12617Adjudication Claim No(s): 36-126172. 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, UT 84119

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

RICHARD L. & LINDA L. ROGERS

5. Expiration Date of Notification Period

08-05-05

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

X

RICHARD L. ROGERS

X

LINDA L. ROGERS

COPY

For Office Use Only

Received by <u>Hawest</u>	Date <u>12/13/04</u>	Fee <u>25.00</u>
Received by <u>Hawest</u>	Date <u>12/13/04</u>	Receipt No. <u>5027219</u>
Processed by _____	AJ Date _____	WR _____ Date _____

RECORDATION REQUESTED BY:

ZIONS FIRST NATIONAL BANK
BURLEY BRANCH
102 WEST MAIN
BURLEY, ID 83318

RECEIVED

DEC 10 2004

Department of Water Resources
Southern Region

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



000000000000009004074511152004

COPY

MORTGAGE

THIS MORTGAGE dated November 15, 2004, is made and executed between RICHARD L. ROGERS and LINDA L. ROGERS, Husband and Wife (referred to below as "Grantor") and ZIONS FIRST NATIONAL BANK, whose address is 102 WEST MAIN, BURLEY, ID 83318 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MINIDOKA County, State of Idaho:

TOWNSHIP 8 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, MINIDOKA COUNTY, IDAHO.

SECTION 34: THAT PART OF THE S1/2SW1/4, LYING NORTH AND EAST OF LATERAL NO. 113 OF THE MINIDOKA IRRIGATION DISTRICT. TOGETHER WITH ANY AND ALL WATER RIGHTS NOW OWNED OR HEREAFTER ACQUIRED WHICH ARE APPURTENANT THERETO, INCLUDING BUT NOT LIMITED TO WATER RIGHT NUMBER: 36-12617

The Real Property or its address is commonly known as 425 NORTH 100 EAST, RUPERT, ID 83350. The Real Property tax identification number is RP08S24E346600A

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any

MORTGAGE
(Continued)

Loan No: 9004

Page 8

waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means ZIONS FIRST NATIONAL BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 15, 2004, in the original principal amount of \$90,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X *Richard L. Rogers*
RICHARD L. ROGERS

X *Linda L. Rogers*
LINDA L. ROGERS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Minidoka

)
) SS
)

COPY

On this 15th day of November, in the year 2004, before me
Julia G. Coffman, a notary public in and for the State of Idaho, personally appeared RICHARD L. ROGERS and LINDA L. ROGERS, 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.

Notary Public for Idaho

Residing at Rupert, Ida.

My commission expires 6-20-08

JULIA G. COFFMAN
NOTARY PUBLIC
STATE OF IDAHO