

ZIONS BANK.

RECEIVED

JAN 19 2024

Department of Water Resources
Eastern Region

January 16, 2024

Jonie Barg
Department of Water Resources
900 N. Skyline Drive, Suite A
Idaho Falls, ID 83402

Re: Ball Farms Limited Partnership, Circle B Farms Limited Partnership
Water Right Numbers 31-7067, 31-7100B, 31-7603, 31-7100A, 31-11419, 31-10653, and 31-11417
New Water Right Number that was split 31-12531 – Owner – Joe Slagowski and Nicole Slagowski

Dear Joni:

Attached, please see the front page of the mortgage and fixture filing for Ball Farms Limited Partnership and Circle B Farms Limited Partnership of Hamer, Idaho. Please be advised that Zions First National Bank no longer holds a security interest in the real estate or water rights listed above.

Please remove Zions First National Bank as the security interest in these water rights.

If you have any questions, please contact me at (208) 552-7634 or marilyn.walker@zionsbank.com.

Thank you for your help.

Sincerely,



Marilyn Walker
A.V.P.

Attachment

RECORDATION REQUESTED BY:

Zions Bancorporation, N.A. dba Zions First National Bank
 Idaho Falls Commercial Banking Center
 1235 S Utah Avenue
 Idaho Falls, ID 83402

WHEN RECORDED MAIL TO:

Zions Bancorporation, N.A. dba Zions First National Bank
 Commercial Banking
 1235 South Utah Avenue
 Idaho Falls, ID 83402

COPY**Instrument # 467026**

RIGBY, JEFFERSON, IDAHO
 09-15-2021 04:36:40 PM No. of Pages: 11
 Recorded for: AMERITITLE - IDAHO FALLS
 COLLEEN C POOLE Fee: \$45.00
 Ex-Officio Recorder Deputy: LK
 Index To: MORTGAGE & FIXTURE FILING
 Electronically Recorded by Simplifile

496793AM

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE AND FIXTURE FILING

THIS MORTGAGE dated September 15, 2021, is made and executed between Ball Farms Limited Partnership, whose address is 2612 E 2300 N, Hamer, ID 83425 and Circle B Farms Limited Partnership, whose address is 2583 E 2100 N, Hamer, ID 83425 (referred to below as "Grantor") and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is 1235 S Utah Avenue, Idaho Falls, ID 83402 (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 Jefferson County, State of Idaho:

See the exhibit or other description document which is attached hereto and a part of this document, together with any and all water rights, including water right numbers 31-7067, 31-7100B, 31-7603, 317100A, 31-11419, 31-10653 and 31-11417, now owned or hereafter acquired which are appurtenant thereto.

The Real Property or its address is commonly known as 2265 East 2350 North, Hamer, ID 83425; 2301 East 2350 North, Hamer, ID 83425; 2195 East 2400 North, Hamer, ID 83425; 2275 East 2650 North, Hamer, ID 83425; and 2225 East 2650 North, Hamer, ID 83425. The Real Property tax identification number is RP07N36E060680; RP02N36E334360; RP08N36E207200; RP08N36E283000; RP08N36E290002; RP08N36E311800; RP08N36E321801.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and 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 Borrower or 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 or repose, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable or extinguished, AND GRANTOR EXPRESSLY WAIVES ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS OR REPOSE, INCLUDING BUT NOT LIMITED TO IDAHO CODE § 45-1512, ANY BENEFITS OF WHICH ARE HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVED.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

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:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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