

ZIONS BANK®

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DEPT. OF WATER RESOURCES
EASTERN REGION

February 20, 2026

Idaho Department of Water Resources
Eastern Regional Office
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402

Attention: Jonie Bailey

Re: Water Right Numbers : 33-51, 33-52, 33-53, 33-54, 33-55, 33-56, 33-57, 33-58, 33-59,
33-60, 33-2101-A, 33-2101-B

Dear Jonie:

Please be advised that Zions First National Bank no longer holds a security interest in Jeff Hawley and Katie Hawley, Jeffrey L. Hawley and Katie A. Hawley Water Right numbers: 33-51, 33-52, 33-53, 33-54, 33-55, 33-56, 33-57, 33-58, 33-59, 33-60, 33-2101-A, and 33-2101-B.

Sincerely,



Marilyn Walker
Assistant Vice President

Attachment

RECORDATION REQUESTED BY:

ZB, N.A. dba Zions First National Bank
 Rexburg Financial Center
 149 West Main
 Rexburg, ID 83440

WHEN RECORDED MAIL TO:

ZB, N.A. dba Zions First National Bank
 Enterprise Loan Operations UT RDWG 1970
 PO Box 25007
 Salt Lake City, UT 84125-0007

COPY

NO.

054226

RECORDED

DEC 07 2016

11:59

A.M.

P.M.

BUTTE COUNTY RECORDER

Jim Barnett

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE AND FIXTURE FILING

THIS MORTGAGE dated December 6, 2016, is made and executed between **TRACT 1: JEFF HAWLEY AND KATIE HAWLEY, HUSBAND AND WIFE; TRACT 2: JEFFREY L. HAWLEY AND KATIE A. HAWLEY, HUSBAND AND WIFE,** whose address is 3895 N Lr. Hwy, Howe, ID 83244 (referred to below as "Grantor") and ZB, N.A. dba Zions First National Bank, whose address is 149 West Main, Rexburg, ID 83440 (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 Butte County, State of Idaho:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein, together with any and all water rights, including but not limited to water rights number(s): 33-51, 33-52, 33-53, 33-54, 33-55, 33-56, 33-57, 33-58, 33-59, 33-60, 33-2101A, and 33-2101B: Now owned or hereafter acquired which are appurtenant thereto

The Real Property or its address is commonly known as 3895 N Lr. Hwy, Howe, ID 83244. The Real Property tax identification number is 6053085.

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.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor 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:

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 kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor

606300-B
 First American Title Co.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

COPY

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: 33-51, 33-52, 33-53, 33-54, 33-55, 33-56, 33-57, 33-58, 33-59, 33-60, 33-2101A, and 33-2101B

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 **MORTGAGE** 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:

ZB, N.A. dba ZIONS FIRST NATIONAL BANK
2460 SOUTH 3270 WEST
WEST VALLEY CITY, UTAH 84119

4. Name of Water Right Owner/Claimant(s) Jeffrey Lawrence Hawley and Katie Ann Hawley

5. Expiration Date of Notification Period _____

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

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

Jason Benedict, Vice President

For Office Use Only

Received by _____ Date _____ Fee _____
Receipted by _____ Date _____ Receipt No. _____
Processed by _____ AJ Date _____ WR _____ Date _____