

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

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WATER RESOURCES
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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

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

*Needs
NCAP*

1. Water Right No(s): 74-2017, 74-2039, 74-0934, 74-0909, 74-2169, 74-2291

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 **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.**

B) A **FEE** of **\$25.00 per water right** or adjudication claim.

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

(will notify of change) JAMES KRUCKEBERG or CAROL Kruckeberg
411 18 Mile Rd., LEADORE ID 83464

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

5. Expiration Date of Notification Period July 6, 2016

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

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

James Kruckeberg

For Office Use Only

Received by _____	Date _____	Fee <u>\$150</u>
Received by <u>jc</u>	Date <u>12-4-06</u>	Receipt No. <u>2032439</u>
Processed by _____	AJ Date _____	WR _____ Date _____

COPY

PROMISSORY NOTE SECURED BY MORTGAGE

Amount: \$1,100,000.00

Date: July 6, 2006

FOR VALUE RECEIVED, the undersigned, 242 REMUDA RANCH, LLC, A Montana limited liability company, promises to pay to the order of JAMES K. KRUCKEBERG, SR., and CAROL J. KRUCKEBERG, as Trustees for the EIGHTEEN MILE CREEK RANCH TRUST, at such address as the holder hereof may from time to time designate, the principal sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00), together with interest computed thereon from July 6, 2006, at the rate of SIX POINT FIVE PERCENT (6.5%) per annum on the unpaid principal, to be paid in lawful money of the United States as follows:

Annual payments shall be made on the 1st day of December each year with the first annual payment being due on December 1, 2007. The December 1, 2007 payment and the December 1, 2008 payment shall be an interest only payment. Thereafter principal and interest payments shall be made each year based on a fifteen (15) year amortization in the amount of \$116,988.06 subject to a balloon payment described below. Interest shall be based upon the amount of principal outstanding. All unpaid principal and any remaining accrued interest shall be due

and payable in a balloon payment on or before July 6, 2016.

All payments, as made, shall be first applied to accrued interest and the balance to the reduction of principal. Payments shall be deemed made when received by the holder. The undersigned makers of this Note may prepay the Note without penalty. However, any prepayment does not relieve Makers of their obligation to make the scheduled payments as set forth herein until paid in full.

Upon any default in the payment of principal or interest as hereinabove provided, or in the performance or observance of any other covenant or agreements of any instrument now or hereafter evidencing or securing this Note, if the legal holder of this Note so elects, the principal remaining unpaid, with accrued interest, shall at once become due and payable. The failure to exercise, in case of one or more defaults, any right or remedy given in this paragraph shall not preclude the lawful holder of this Note from exercising any right or remedy given in this paragraph in case of one or more subsequent defaults.

The undersigned agree to pay all costs of collection when incurred, including a reasonable attorney's fee, if it should become necessary to employ counsel to collect this obligation or to protect the security hereof, whether suit be brought or not.

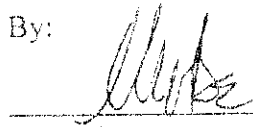
No extension of the time for the payment of this Note shall operate to release, discharge, modify, change, or affect the original liability under this Note or the makers or other parties liable or who become liable for the payment of this Note.

This Note is secured by a Mortgage upon real estate in the County of Lemhi, State of Idaho, and shall be construed by the laws of the State of Idaho.

This Note shall be binding upon the heirs, personal representatives, successors, and assigns of the undersigned.

242 REMUDA RANCH, LLC, a Montana limited liability
company

By:



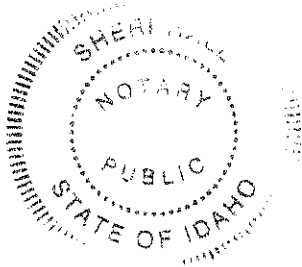
Michelle Drake, Managing Member

STATE OF IDAHO)

County of Lemhi)

On this 6th day of July, 2006, before me the undersigned, a Notary Public for Idaho, personally appeared MICHELLE DRAKE, known to me to be the Managing Member of 242 Remuda Ranch, LLC, a Montana limited liability company, the company that executed the within instrument, and acknowledged to me that said company executed the same.

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



Sheri Hall
Notary Public for the State of Idaho

Residing at *Salmon*

My Commission Expires: *4/24/2009*

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