

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-14155	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Corinne M. Lytle

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Jeffrey K Cunningham

Name of each new owner as listed on the conveyance document

Martha A. Cunningham

New owner continued ☒ and ☐ or ☐ and/or

8048 W Rockford Bay Rd

Mailing address

Coeur d'Alene

City

ID

State

83814

ZIP

509.742.0133

Telephone

jeffrey@jkcunningham

Email

4. If the water rights and/or adjudication claims were split, how did the division occur? NA

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 8/31/2012

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: Jeffrey K Cunningham

Signature of new owner/claimant

Title, if applicable

9/26/2012

Date

- Signature: Martha A. Cunningham

Signature of new owner/claimant

Title, if applicable

9/26/12

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Approved by _____ Processed by _____ Date _____

DEED OF TRUST
(Including Acceleration Clause)

ORDER NO.: 6001-30718-GKG
ESCROW OR LOAN NO.:

RECORDING REQUESTED BY:
North Idaho Title Insurance Company

THIS DEED OF TRUST, Made on August 28, 2012, **JEFFREY K. CUNNINGHAM AND MARTHA A. CUNNINGHAM, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP**, herein called GRANTOR,

whose address is 8048 W. ROCKFORD BAY RD., COEUR D ALENE, ID 83814

and **NORTH IDAHO TITLE INSURANCE COMPANY**, herein called TRUSTEE, and

CORINNE M. LYLE, TRUSTEE, OR HER SUCCESSORS IN TRUST UNDER THE LYLE LIVING TRUST, DATED JUNE 30, 2004, AND ANY AMENDMENTS THERETO herein called BENEFICIARY, whose address is 8018 W. ROCKFORD BAY RD., COEUR D ALENE, ID 83814

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Kootenai, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than eighty acres:

Property Description:

LOTS 6 AND 7 AND A PORTION OF LOT 8, BLOCK B, ROCKFORD BAY SUMMER HOMES, ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS AT PAGE 219, RECORDS OF KOOTENAI COUNTY, IDAHO, AND TAX NO. 15547 (ALL LOCATED IN SECTION 17, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO) AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, BLOCK B;

THENCE NORTH 63° 33' 07" WEST, ALONG THE SOUTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 149.74 FEET TO THE SOUTHWEST CORNER OF LOT 6;

THENCE NORTH 17° 30' 51" EAST, A DISTANCE OF 139.90 FEET TO THE NORTHWEST CORNER OF LOT 6;

THENCE SOUTH 50° 32' 46" EAST, ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 79.81 FEET TO THE NORTHWEST CORNER OF LOT 7;

THENCE SOUTH 49° 12' 02" EAST, A DISTANCE OF 80.73 FEET;

THENCE SOUTH 17° 09' 33" WEST, A DISTANCE OF 7.89 FEET TO THE NORTHEAST CORNER OF LOT 7;

THENCE SOUTH 76° 26' 26" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 26° 41' 30" WEST, A DISTANCE OF 95.79 FEET TO THE POINT OF BEGINNING.

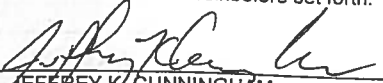
TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even dated herewith, executed by Grantor in the sum of *** One Hundred Forty Thousand and 00/100 Dollars ***-- (\$140,000.00), FINAL PAYMENT DUE September 01, 2027 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

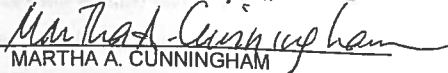
If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily; any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

To protect the security of this Deed of Trust, Grantor agrees:

By the execution of this Deed of Trust and the Note hereby secured that provisions 1 to 6 inclusive of Part A and Provision 1 to 9 inclusive of Part B of the Deed of Trust which was recorded August 18, 1993 as Instrument No. 1316809, in Official Public Records of Kootenai County, Idaho Mortgage Records shall be and they are hereby incorporated and made an integral part hereof for all purposes as though set forth herein at length.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

By: 
JEFFREY K. CUNNINGHAM

By: 
MARTHA A. CUNNINGHAM

DO NOT RECORD

THE FOLLOWING IS A COPY OF PROVISIONS 1 TO 6 INCLUSIVE OF PART A AND PROVISIONS 1 TO 9 INCLUSIVE OF PART B WHICH ARE INCORPORATED BY REFERENCE IN THE DEED OF TRUST APPEARING ON THE REVERSE SIDE HEREOF.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To Pay; at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreements or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees. Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fee, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.
Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In the Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

DEED OF TRUST With Power of Sale

GRANTOR: JEFFREY CUNNINGHAM AND MARTHA CUNNINGHAM, HUSBAND AND WIFE AS COMMUNITY
PROPERTY WITH RIGHT OF SURVIVORSHIP
TRUSTEE: NORTH IDAHO TITLE INSURANCE, INC. 
BENEFICIARY: CORINNE M. LYLE, TRUSTEE, OR HER SUCCESSORS IN TRUST UNDER THE LYLE LIVING
TRUST, DATED JUNE 30, 2004, AND ANY AMENDMENTS THERETO
DATED: 08-28-2012

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OR FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

_____, Idaho, _____, 20_____

To: NORTH IDAHO TITLE INSURANCE, INC., Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to _____

The undersigned hereby certifies that the owner(s) and holder(s) of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address: _____

Telephone: _____

ID. DT. REC'D. REQ. (11/2008)

AFFIDAVIT OF OWNER - OCCUPIED PRIMARY RESIDENCE

GEO 5203Single Family Dwelling.....[☒]Multi - Family Dwelling.....[☐]Apartment or Condominium.....[☐]Manufactured Home.....[☐](Do you own your own land ☐ *Yes ☐ No)*(If YES, do you have a detached garage ☐ Yes ☐ No)Commercial Improvement with Living Quarters.....[☐]

FOR OFFICIAL USE ONLY

HOMEOWNER'S EXEMPTION

2013 HO
Effective Yearmg
Deputy's Initials

Kootenai County Assessor

SEP 26 2012

RECEIVED

Cunningham Jeffrey + Martha
Name of Owner (print last name first)509-742-0133
Telephone Number8048 W Rockford Bay Rd
Mailing Addresssame
Street Address 122243Coeur D Alene ID 838141
City State Zip06720008006A
Parcel NumberRockford Bay Summer Homes
Subdivision Name Lot 6,7,8 Block B
tax # 21414 17 48N 04W\$ 230,000
Purchase Price

Legal Description Section Township Range

Idaho Drivers License [☒] Yes [☐] NoPURCHASE DATE 8 / 31 / 2012 DATE OF OCCUPANCY 9 / 1 / 2012
Month Day Year Month Day Year

UNDER PENALTY OF PERJURY, I CERTIFY THAT, I AM THE OWNER, OR AM PURCHASING, AND OCCUPY AS MY PRIMARY DWELLING THE RESIDENTIAL IMPROVEMENT AS DESCRIBED ABOVE, I AM AN IDAHO RESIDENT AND I DO NOT HAVE A HOMEOWNER'S EXEMPTION ON ANY OTHER PROPERTY THAT I CURRENTLY OWN. I HEREBY GRANT PERMISSION TO ANY GOVERNMENT AGENCY TO CONFIRM MY STATUS RELATIVE TO IDAHO STATE RESIDENCY, AND TO RELEASE, TO THE KOOTENAI COUNTY ASSESSOR WHATEVER INFORMATION IS NECESSARY TO DO SO.

I have read the above statement.

JKMAC
InitialPrevious Address: 403 W 21st Ave Spokane, WA County: Spokane[☐] SOLD [☐] STILL OWNDid you have a Homeowners Exemption
at your previous address? YES [☐] NO [☒][☒] RENTEDJeffrey Cunningham
Signature of Owner9/26/2012
Date of Application

KOOTENAI COUNTY ASSESSOR
451 GOVERNMENT WAY
P.O. BOX 9000
COEUR D'ALENE, IDAHO 83816-9000
PHONE 446-1500

IMPORTANT INFORMATION ON REVERSE SIDE