

RECEIVED

FEB 06 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

IDWR / NORTH

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?
95-14834	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Angela R. Clancy Michael M. Clancy
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Sean or Monica Clancy
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

586 S. Clancy DR Post Falls ID 83854
Mailing address City State ZIP

208-818-9002
Telephone

SeanClancy1977@Icloud.com
Email

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

- ☐ 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: Nov 16th 2015

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. 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.

8. Signature:

[Signature]
Signature of new owner/claimant

Title, if applicable

9/14/2018
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by Ja

Date 2/6/2020

Receipt No. N035907

Receipt Amt. 25⁰⁰

Approved by _____

Processed by Ja

Date 2/20/2020

Recorded at the Request of
(when recorded return to):

Michael R. Chapman
Attorney at Law
PO Box 1600
Coeur d'Alene, ID 83816

JIM BRANNON 2P 2523374000
KOOTENAI COUNTY RECORDER Page 1 of 2
HLW Date 11/16/2015 Time 09:37:03
REQ OF CHAPMAN LAW
RECORDING FEE: \$13.00
2523374000 DD

WARRANTY DEED

For value received, MICHAEL M. CLANCY and ANGELA R. CLANCY, husband and wife, (hereinafter referred to as "Grantor"), does hereby grant, bargain, sell and convey unto SEAN H. CLANCY and MONICA S. CLANCY, husband and wife, whose address is 586 S. Clancy Dr, Post Falls, ID 83854 (hereinafter referred to as "Grantee"), the following described premises, in Kootenai County, Idaho:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever and the said Grantors do hereby covenant to and with the Grantee that they are the owners in fee simple of said premises; that they are free from all encumbrances, except the following:

- (a) current taxes for the year 2015, a lien not yet payable;

and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 16 day of NOVEMBER, 2015.


MICHAEL M. CLANCY

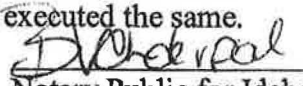

ANGELA R. CLANCY

STATE OF IDAHO)

County of Kootenai)

On this 16 day of November, 2015, before me Brandi Vanderpool, the undersigned Notary Public, personally appeared Michael M. Clancy and Angela R. Clancy, husband and wife, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
(SEAL)




Notary Public for Idaho
Residing at: CDH
Commission Expires: 7-28-2018

WARRANTY DEED-1

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("Real Estate Purchase Agreement") dated and effective this 16 day of November, 2015, by and between Sean H. Clancy and Monica S. Clancy, husband and wife, (hereinafter referred to as "Buyer") and Michael M. Clancy and Angela R. Clancy, husband and wife (hereinafter referred to as "Seller").

In consideration for the mutual covenants and agreements contained herein, the parties agree as follows:

RECITALS

A. Seller is the owner of real property located in Post Falls, Kootenai County, Idaho.

B. Buyer desires to purchase the real property from Seller on the terms and conditions set forth herein for the purpose of constructing a single family home thereon.

1. PREMISES.

Buyer hereby offers to purchase, on the terms and conditions hereinafter set forth, that certain real property, together with improvements thereon, located at 586 S. Clancy Drive, Post Falls, ID 83854, and more particularly described as follows:

See Attached Exhibit "A"

(the "Real Property").

2. PURCHASE PRICE AND TERMS OF PAYMENT.

The total purchase price ("Purchase Price") of the Real Property is One Hundred Sixty Five Thousand Dollars (\$165,000.00) payable according to the terms and conditions of the Promissory Note attached hereto as Exhibit "B". This Promissory Note shall be secured with a first position Deed of Trust covering the Real Property as more fully set forth in Exhibit "C".

3. TITLE AND POSSESSION.

Upon closing, Seller shall execute and deliver to Buyer a Warranty Deed in the form of that is attached hereto as Exhibit "D" and by this reference incorporated herein, conveying marketable title to the Real Property, free and clear of all liens and encumbrances except as set forth therein.

Upon Closing, Seller shall deliver possession of the Real Property to Buyer.

4. INSPECTION.

The property, including the improvements and fixtures thereon, has been fully inspected by Buyer, and is accepted by them "AS IS". The sole consideration for execution of this contract by Buyer is as expressly set forth herein. Buyer agrees that full inspection of said real property has been made and that neither the Seller nor her assigns shall be held to any covenant respecting the condition of any improvements thereon, nor shall the Buyer or Seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

5. CLOSING.

Closing shall take place on or before **November 30, 2015**, at Chapman Law Office, PLLC, 402 W. Canfield, Suite 2, Coeur d'Alene, ID 83814.

5.1 Seller, at its sole cost and expense, shall be responsible for all taxes and assessments levied against the property up to and including the closing date.

5.2 Except for charges incurred by Seller in providing the standard title insurance coverage, which shall be paid for by Seller, and charges, if any, incurred by Buyer in obtaining extended policy title insurance, which shall be paid for by Buyer, all closing and escrow costs, including the attorney fees incurred in preparing the purchase documents, shall be equally shared by the parties.

6. RISK OF LOSS.

Prior to closing of this sale, all risk of loss shall remain with the Seller. If the improvements on the Real Property are materially damaged by fire or other cause prior to Closing, Buyer may elect to avoid this Real Estate Purchase Agreement, and recover any earnest money paid by Buyer.

7. BUYER'S REPRESENTATIONS.

Buyer hereby represents and warrants to Seller as follows:

7.1 That no consent, approval or authorization by any individual or entity or by any court, administrative agency or other governmental authority is required in connection with the execution and delivery by Buyer of this Real Estate Purchase Agreement or any other documents required to be executed or delivered by Buyer pursuant hereto, or the consummation of the transactions contemplated thereby. The consummation of the transactions contemplated hereby will not result in any breach of, nor

constitute a default under, any mortgage, deed of trust, lease, bank loan, or credit agreement or other instrument to which Buyer is a party, or by which Buyer is bound or affected; and

- 7.2 That the signatories to this Real Estate Purchase Agreement on behalf of Buyer have full legal authority to execute the same and to bind Buyer thereby, without the necessity of any further action, and that Seller is entitled to rely thereon.

8. SELLER'S REPRESENTATIONS.

Seller hereby represents and warrants to Buyer as follows:

- 8.1 That no consent, approval or authorization by any individual or entity or by any court, administrative agency or other governmental authority is required in connection with the execution and delivery by Seller of this Real Estate Purchase Agreement or any other documents required to be executed or delivered by Seller pursuant hereto, or the consummation of the transactions contemplated thereby. The consummation of the transactions contemplated hereby will not result in any breach of, nor constitute a default under, any mortgage, deed of trust, lease, bank loan, or credit agreement or other instrument to which Seller is a party, or by which Seller is bound or affected;
- 8.2 Seller has no knowledge of and/or is not aware of any assessments, liens, encumbrances, covenants, conditions, restrictions, discrepancies, conflicts in boundary lines or easement on the Real Property, not shown by public record or by the Preliminary Title Commitment Report, or which are already known to Buyer;
- 8.3 There are no pending or threatened actions, claims, suits or causes of action against the Seller regarding the Real Property;
- 8.4 The Real Property is zoned for the purposes for which it is currently being used; and
- 8.5 That the signatories to this Real Estate Purchase Agreement on behalf of Seller have full legal authority to execute the same and to bind Seller thereby, without the necessity of any further action, and that Buyer is entitled to rely thereon.

9. TERMINATION.

This Real Estate Purchase Agreement may be terminated prior to Closing by:

- 9.1 the mutual written consent of the Seller and the Buyer;
- 9.2 the Buyer if a material default shall be made by the Seller in the observance or in the due and timely performance by any of the Seller's covenants herein contained, or if there shall have been a material breach or misrepresentation by the Seller of any of the Seller's warranties and representations herein contained, or if the conditions of this Real Estate Purchase Agreement to be complied with or performed by the Seller at or before the Closing shall not have been complied with or performed at the time required for such compliance or performance and such noncompliance or nonperformance shall not have been expressly waived by the Buyer in writing;
- 9.3 the Seller if a material default shall be made by the Buyer in the observance or in the due and timely performance by the Buyer of any of its covenants herein contained, or if there shall have been a material breach or misrepresentation by the Buyer of any of its warranties and representations herein contained, or if the conditions of this Real Estate Purchase Agreement to be complied with or performed by the Buyer at or before the Closing shall not have been complied with or performed at the time required for such compliance or performance and such noncompliance or nonperformance shall not have been expressly waived by the Seller in writing; or
- 9.4 either the Seller or the Buyer, if the Closing has not occurred by November 30, 2015, through no fault of the party so terminating.

10. LIABILITY UPON TERMINATION.

If this Real Estate Purchase Agreement is terminated under Paragraphs 9.1 or 9.4, then no party shall have any liability to any other party hereunder. If this Real Estate Purchase Agreement is terminated under Paragraphs 9.2 and 9.3, then (i) the party so terminating this Real Estate Purchase Agreement shall not have any liability to any other party hereto, provided the terminating party has not breached any representation or warranty or failed to comply with any of its covenants in this Real Estate Purchase Agreement, and (ii) such termination shall not prejudice the rights and remedies of the terminating party against any other party which has breached any of its representations, warranties or covenants herein prior to such termination.

11. ATTORNEYS' FEES.

In the event that either of the parties hereto shall seek the services of an attorney, or institute any action or proceeding against the other party, relating to the enforcement of this Real Estate Purchase Agreement, the prevailing party in such dispute, action or proceeding shall be entitled to reimbursement for its costs and expenses, including reasonable attorneys' fees, incurred in connection therewith.

12. MODIFICATION.

No modification of this contract shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties.

13. BINDING EFFECT.

This contract shall inure to the benefit of and shall be binding upon not only the parties hereto, but also upon their respective heirs, successors, representatives and assigns. The terms of this contract, to the extent they are in addition to, and not in conflict with, the terms of the Warranty Deed, shall survive closing.

14. EXECUTION OF DOCUMENTS.

The parties hereby agree to execute, and record where appropriate, any and all documents including, but not limited to, any warranty deeds and access easements necessary to effectuate this transaction.

15. ENTIRE AGREEMENT.

This Real Estate Purchase Agreement constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each party hereby acknowledges that in executing this contract it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary instruments by the parties or their representatives are merged in this Real Estate Purchase Agreement.

16. COUNTERPARTS.

This Real Estate Purchase Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding all parties hereto, notwithstanding that all parties have not signed the same counterpart.

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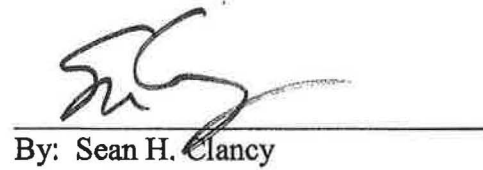
]END OF DOCUMENT SIGNATURES TO FOLLOW ON NEXT PAGE

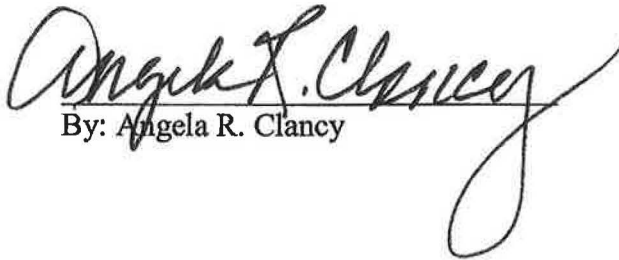
IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase Agreement effective the day and year first above written.

SELLER:

BUYER:


By: Michael M. Clancy


By: Sean H. Clancy


By: Angela R. Clancy


By: Monica S. Clancy

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

Being a tract of land lying in Lot 4, Section 12, Township 50 North, Range 5 West Boise, Meridian, Kootenai County, State of Idaho, and being more particularly described as follows:

BEGINNING at the corner common to Sections 1, 2, 11 and 12 of said Township 50 North, Range 5 West Boise Meridian, identical with the Northwest corner of said Lot 4; thence

South 89°56' East, 776.00 feet distant to a point; thence

South 0°51' West, 617.00 feet distant to corner no. 1, the True Place of Beginning, a point on the South boundary of the Dolph road; thence

South 0°51' West, 150 feet distant to corner no. 2; thence

Westerly, parallel to the Dolph road, 230.00 feet distant, to corner no. 3; thence

North 0°51' East, 150.00 feet distant to corner no. 4, a point on the South boundary of the Dolph road; thence

Easterly, on and along the South boundary of said road, 230.00 feet distant, to corner no. 1, and True Place of Beginning.

EXHIBIT "B"

PROMISSORY NOTE

PROMISSORY NOTE

\$165,000.00

Coeur d'Alene, Idaho

November 15, 2015

FOR VALUE RECEIVED the undersigned promises to pay to the order of MICHAEL M. CLANCY and ANGELA R. CLANCY, husband and wife, whose address is 2570 E. Ponderosa Blvd, Post Falls, ID 83854, the sum of One Hundred Sixty Five Thousand and 0/100 Dollars (\$165,000.00), payable as follows:

(A) A down payment of \$10,000.00, payable as follows: \$2,000.00 upon execution of this promissory note, and then \$800.00 per month beginning on December 15, 2015, and continuing on 15th day of each and every month thereafter until September 15, 2016, when the down payment will be paid in full;

(B) The balance of \$155,000.00, together with interest at the rate of 3% per annum, shall be payable in monthly payments of not less than \$1,200.00 beginning on December 15, 2015, and continuing on the 15th day of each and every month thereafter until November 15, 2028, when the then remaining balance shall be due and payable.

(D) In the event payment is not made within ten days of the due date, a late charge equal to five (5%) percent of the payment will be assessed. If a late charge is assessed and not paid, the late charge is to be added to the unpaid principal balance and accrue interest at the same rate provided for herein.

In the event of default on this Note, which the obligor fails to cure within thirty (30) days after Notice of Default delivered to obligor at its last known address by certified mail, return receipt requested, all principal and accrued interest shall become immediately due and owing at the option of the holder of this note, in addition to all other remedies, legal or equitable, available under Idaho law. In the event of a dispute under the terms of this Note, or under any of the collateral documents related hereto, the prevailing party shall be entitled to recover its costs and attorney fees, even though no suit or action is filed hereon; however, if a suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court or the courts, in which suit or action, including any appeal therein, is tried, heard or decided.

Failure to exercise any option to declare a default or accelerate the balance due hereon shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Modification of the terms of payment of this note made at the request of any person liable therefore shall not impair such person's liability or the liability of any other person now or hereafter liable for the payment hereof.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers and shall be binding upon them and their successors and assigns.

This obligation is secured by a Deed of Trust with power of sale of even date herewith, and is subject to all of the terms and conditions of said Deed of Trust.


SEAN H. CLANCY


MONICA S. CLANCY

EXHIBIT "C"

DEED OF TRUST

Recorded at the Request of
(when recorded return to):

CHAPMAN LAW OFFICE, PLLC
PO Box 1600
Coeur d'Alene, ID 83816
(208)667-7621

JIM BRANNON SP 2523375000
KOOTENAI COUNTY RECORDER Page 1 of 5
HLW Date 11/16/2015 Time 09:37:03
REQ OF CHAPMAN LAW
RECORDING FEE: \$22.00



2523375000 MD

DEED OF TRUST

THIS DEED OF TRUST, made this 16 day of November, 2015, between SEAN H. CLANCY and MONICA S. CLANCY, husband and wife, (hereinafter collectively called "GRANTOR"), whose address is 586 S. Clancy Dr, Post Falls, ID 83854, and CHAPMAN LAW OFFICE, PLLC, whose address is PO Box 1600, Coeur d'Alene, ID 83816, herein called TRUSTEE, and MICHAEL M. CLANCY and ANGELA R. CLANCY, husband and wife, whose address is 2570 E. Ponderosa Blvd, Post Falls, ID 83854, herein called BENEFICIARY,

WINESSETH:

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 and containing not more than twenty acres:

SEE ATTACHED EXHIBIT "A"

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 date herewith, executed by Grantor in the sum of One Hundred Sixty Five Thousand and 0/100 Dollars (\$165,000.00), 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 together with interest on all such sums at the rate therein 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.

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, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; 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 in 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 right or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs 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, unless said prior or superior liens or encumbrances have prior approval of Beneficiary; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured on 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 to 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; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, unless said prior or superior liens or encumbrances have prior approval of Beneficiary; 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 therefore 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 agreement 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, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any 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 attorney's fees, 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 or notice of 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 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 property so sold, but without any covenant or warranty expressed 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 sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs 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 sums 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 thereto, 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. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale of transfer, without the Lender's prior written consent, of all or any part of the Real Property or any interest in the Real Property or any right, title or interest therein; whether legal or

equitable; whether voluntary or involuntary; whether by outright sale, or deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, or any other method of conveyance or Real Property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

8. 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 this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, beneficiary or Trustee shall be a party unless brought by Trustee.

10. 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 named herein.

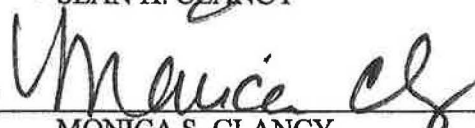
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantors at their address hereinbefore set forth

GRANTOR:

By


SEAN H. CLANCY

By


MONICA S. CLANCY

STATE OF IDAHO

)

: ss

County of Kootenai

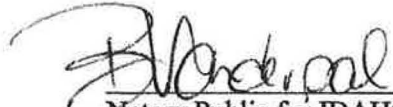
)

On this 16 day of November, 2015, before me, a notary in and for the above named County and State, personally appeared SEAN H. CLANCY and MONICA S. CLANCY, husband and wife, personally known or identified to me the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



DEED OF TRUST-4


Notary Public for IDAHO

Residing at: COA

Commission Expires: 7-28-2018

EXHIBIT "D"

WARRANTY DEED



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 20, 2020

SEAN H CLANCY
MONICA S CLANCY
586 S CLANCY DR
POST FALLS ID 83854-7171

Re: Change in Ownership for Water Right No: 95-14834

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2800.

Sincerely,

Tammy Alleman
Administrative Assistant 1

Enclosure(s)