

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 13 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
37-59k			
37-10561A			
37-10561B			

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

Michelle Richer Stennett

P. O. Box 475

Ketchum, ID 83340

Phone _____

Email _____

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

The Alton & Paula Huyser Trust, dated April 1, 2001, as resta

5. Expiration Date of Notification Period

6. Is this a Renewal of Request for Notification?

☐ YES

☐ NO

7. Signature(s) of Security Interest Holder(s)

Michelle Richer Stennett

Title, if applicable

SUPPORT DATA

IN FILE # 37-59K

For Office Use Only

Received by

Am

Date

10-13-2017

Receipt No.

S036403

Fee

\$150-

Processed by AJ

Date

WR

Date

PURCHASE MONEY MORTGAGE

FOR VALUE RECEIVED, **THE ALTON & PAULA HUYSER TRUST**, dated April 1, 2001, as restated on May 29, 2008, Alton Huyser and Paula Huyser, Trustees, hereinafter called the Mortgagor, does hereby grant, bargain, sell, and convey unto **MICHELLE RICHER STENNETT**, an unmarried woman, hereinafter called the Mortgagee, the following described real property, located in Lincoln County, Idaho:

PARCELS OF LAND LOCATED IN TOWNSHIP 5 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, LINCOLN COUNTY, IDAHO, SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 25:

PARCEL NO. 1

Commencing at the Southwest corner of said Section 25 from which the West One Quarter (W $\frac{1}{4}$) corner of Section 25 bears North 00°43'44" East, 2678.31 feet, said Southwest corner of Section 25 being THE TRUE POINT OF BEGINNING;
Thence North 00°43'44" East along the West boundary of the SW $\frac{1}{4}$ of Section 25 for a distance of 592.72 feet to a point on the South boundary of the Shoshone Fruit Tract #3 Subdivision, said point being on the arc of a curve right;
Thence Southeasterly along the South boundary of the Shoshone Fruit Tract #3 Subdivision and along the arc of the curve right for a distance of 546.05 feet, said arc having a radius of 1580.00 feet and a chord bearing and distance of South 89°26'17" East, 543.33 feet;
Thence North 60°00'30" East along the South boundary of the Shoshone Fruit Tract #3 Subdivision for a distance of 826.29 feet;
Thence North 08°23'28" West along the East boundary of the Fruit Tract #3 Subdivision for a distance of 16.50 feet to a point on the Westerly boundary of a 150.00 foot wide strip of land deeded to the United States of America by Instrument #67906, said point being on the arc of a curve right;
Thence Southeasterly along the Westerly boundary of the United States of America parcel and along the arc of the curve right for a distance of 70.88 feet, said arc having a radius of 212.94 feet and a chord bearing and distance of South 18°07'39" East, 70.56 feet;
Thence South 08°35'29" East along the Westerly boundary of the United States of America parcel for a distance of 72.30 feet to the point of curvature of a curve left;
Thence Southeasterly along the Westerly boundary of the United States of America parcel and along the arc of the curve left for a distance of 373.12 feet, said arc having a radius of 791.78 feet and a chord bearing and distance of South 22°05'29" East, 369.67 feet;

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Thence North 00°43'44" East along the West boundary of the SW $\frac{1}{4}$ of Section 25 for a distance of 592.72 feet to a point on the South boundary of the Shoshone Fruit Tract #3 Subdivision, said point being on the arc of a curve right;

Thence Southeasterly along the South boundary of the Shoshone Fruit Tract #3 Subdivision and along the arc of the curve right for a distance of 546.05 feet, said arc having a radius of 1580.00 feet and a chord bearing and distance of South 89°26'17" East, 543.33 feet;

Thence North 60°00'30" East along the South boundary of the Shoshone Fruit Tract #3 Subdivision for a distance of 826.29 feet;

Thence North 08°23'28" West along the East boundary of the Fruit Tract #3 Subdivision for a distance of 16.50 feet to a point on the Westerly boundary of a 150.00 foot wide strip of land deeded to the United States of America by Instrument #67906, said point being on the arc of a curve right;

Thence Southeasterly along the Westerly boundary of the United States of America parcel and along the arc of the curve right for a distance of 70.88 feet, said arc having a radius of 212.94 feet and a chord bearing and distance of South 18°07'39" East, 70.56 feet;

Thence South 08°35'29" East along the Westerly boundary of the United States of America parcel for a distance of 72.30 feet to the point of curvature of a curve left;

Thence Southeasterly along the Westerly boundary of the United States of America parcel and along the arc of the curve left for a distance of 373.12 feet, said arc having a radius of 791.78 feet and a chord bearing and distance of South 22°05'29" East, 369.67 feet;

Thence South 35°35'29" East along the Westerly boundary of the United States of America parcel for a distance of 679.66 feet to a point on the South boundary of the SW¼ of Section 25; Thence North 89°27'59" West along the South boundary of the SW¼ of Section 25 for a distance of 1831.51 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO:

1. An easement to the Big Wood Canal Company for the use and maintenance of that part of the Milner-Gooding canal along the Northeasterly boundary of the before described parcel that lies outside the United States of America parcel.

AND

Commencing at the South One Quarter (S¼) corner of said Section 25 from which the Southwest corner of Section 25 bears North 89°27'59" West, 2696.68 feet, said South One Quarter (S¼) corner of Section 25 being THE TRUE POINT OF BEGINNING;

Thence North 89°27'59" West along the South boundary of the SW¼ of Section 25 for a distance of 679.46 feet to a point on the Easterly boundary of a 150.00 foot wide strip of land deeded to the United States of America by Instrument #67906;

Thence North 35°35'29" West along the Easterly boundary of the United States of America parcel for a distance of 789.14 feet to the point of curvature of a curve right;

Thence Northwesterly along the Easterly boundary of the United States of America parcel and along the arc of the curve right for a distance of 302.43 feet, said arc having a radius 641.78 feet and a chord bearing and distance of North 22°05'29" West, 299.64 feet;

Thence North 08°35'29" West along the Easterly boundary of the United States of America parcel for a distance of 72.30 feet to the point of curvature of a curve left;

Thence Northwesterly along the Easterly boundary of the United States of America parcel and along the arc of the curve left for a distance of 244.51 feet, said arc having a radius of 362.94 feet and a chord bearing and distance of North 27°53'29" West, 239.91 feet;

Thence North 47°11'29" West along the Easterly boundary of the United States of America parcel for a distance of 213.85 feet to a point on the South boundary of the NW¼SW¼ of Section 25;

Thence North 89°31'13" West along the North boundary of the United States of America parcel and South boundary of the NW¼SW¼ of Section 25 for a distance of 276.00 feet to a point on the Northeasterly boundary of the Shoshone Fruit Tract #3 Subdivision;

Thence along the Northeasterly boundary of the Shoshone Fruit Tract #3 Subdivision on the following courses:

North 56°14'15" West, 76.16 feet;

North 54°21'37" West, 178.01 feet;

North 51°03'45" West, 457.10 feet to the Northeast corner of the Shoshone Fruit Tract #3 Subdivision;

North 44°34'32" West, 196.53 feet;

North 35°50'52" East, 78.35 feet;
North 44°33'22" West, 243.89 feet;
North 43°36'18" West, 50.51 feet to a point on the West boundary of the NW¼SW¼ of Section 25;
Thence North 00°43'44" East along the West boundary of the NW¼SW¼ of Section 25 for a distance of 499.20 feet to the West One Quarter (W¼) corner of Section 25;
Thence South 89°34'29" East along the North boundary of the NW¼SW¼ of Section 25 for a distance of 1335.49 feet to the Northeast corner of the NW¼SW¼ of Section 25;
Thence South 00°27'14" West along the East boundary of the NW¼SW¼ of Section 25 for a distance of 1340.41 feet to the Northwest corner of the SE¼SW¼ of Section 25;
Thence South 89°31'13" East along the North boundary of the SE¼SW¼ of Section 25 for a distance of 1341.91 feet to the Northeast corner of the SE¼SW¼ of Section 25;
Thence South 00°10'47" West along the East boundary of the SE¼SW¼ of Section 25 for a distance of 1341.69 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO:

1. An easement to the Big Wood Canal Company for the use and maintenance of that part of the Milner-Gooding canal along the Southwesterly boundary of the before described parcel that lies outside the United States of America parcel.

SECTION 26:

PARCEL NO. 2

Commencing at the East One Quarter (E¼) corner of said Section 26 from which the Southeast corner of Section 26 bears South 00°43'44" West, 2678.31 feet, said East One Quarter (E¼) corner of Section 26 being THE TRUE POINT OF BEGINNING;
Thence South 00°43'44" West along the East boundary of the SE¼ of Section 26 for a distance of 499.20 feet to a point on the Northeasterly boundary of the Shoshone Fruit Tract #3 Subdivision;
Thence along the following courses:
North 43°36'18" West, 64.55 feet;
North 32°52'29" West, 125.00 feet;
North 26°26'45" West, 295.66 feet;
North 37°26'07" West, 66.64 feet;
North 48°10'45" West, 40.56 feet to a point on the North boundary of the SE¼ of Section 26;
Thence North 89°30'26" East along the North boundary of the SE¼ of Section 26 for a distance of 321.13 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO:

1. An easement to the Big Wood Canal Company for the use and maintenance of the Milner-Gooding canal along the Southwesterly boundary of the before described parcel.

PARCEL NO. 3

Commencing at the Southeast corner of said Section 26 from which the South One Quarter (S¼) corner of Section 26 bears North 89°24'38" West, 2696.70 feet, said Southeast corner of Section 26 being THE TRUE POINT OF BEGINNING;

Thence North 89°24'38" West along the South boundary of the SE¼ of Section 26 for a distance of 982.77 feet to a point on the Southerly boundary of the Shoshone Fruit Tract #3 Subdivision;

Thence along the Southerly boundary of the Shoshone Fruit Tract #3 Subdivision on the following courses:

North 40°55'03" East, 233.43 feet;

North 52°44'36" East, 200.00 feet to the point of curvature of a curve right;

Northeasterly along the arc of the curve right for a distance of 742.48 feet to a point on the East boundary of the SE¼ of Section 26, said arc having a radius of 1580.00 feet and a chord bearing and distance of North 67°11'56" East, 735.67 feet;

Thence South 00°43'44" West along the East boundary of the SE¼ of Section 26 for a distance of 592.72 feet to THE TRUE POINT OF BEGINNING.

SECTION 35:

PARCEL NO. 4

Commencing at the East One-Quarter (E¼) corner of said Section 35 from which the Southeast corner of Section 35 bears South 00°22'38" East, 2670.30 feet, said East One Quarter (E¼) corner of Section 35 being THE TRUE POINT OF BEGINNING;

Thence South 00°22'38" East along the East boundary of the SE¼ of Section 35 for a distance of 1335.15 feet to the Southeast corner of the NE¼SE¼ of Section 35;

Thence North 89°56'38" West along the South boundary of the NE¼SE¼ of Section 35 for a distance of 920.40 feet;

Thence North 10°06'11" West for a distance of 1706.96 feet;

Thence North 73°36'54" West for a distance of 1060.59 feet to a point on the East right of way boundary of State Highway #75;

Thence North 03°57'04" East along the East right of way boundary of State Highway #75 for a distance of 631.21 feet to a point on the South boundary of the Shoshone Fruit Tract #3 Subdivision;

Thence South 85°25'51" East along the South boundary and extended South boundary of the Shoshone Fruit Tract Subdivision #3 for a distance of 973.54 feet;

Thence South 10°15'13" East for a distance of 533.33 feet;

Thence South 43°23'50" East for a distance of 402.70 feet;

Thence South 89°59'58" East for a distance of 846.27 feet to a point on the East boundary of the SE¼NE¼ of Section 35;

Thence South 00°29'33" West along the East boundary of the SE¼NE¼ of Section 35 for a distance of 380.19 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5

Commencing at the Northeast corner of said Section 35 from which the North One Quarter (N¼) corner of Section 35 bears North 89°24'38" West, 2696.70 feet, said Northeast corner of Section 35 being THE TRUE POINT OF BEGINNING;

Thence South 00°29'33" West along the East boundary of the NE¼ of Section 35 for a distance of 2297.59 feet;

Thence North 89°59'58" West for a distance of 608.28 feet;

Thence North 00°00'02" East for a distance of 93.07 feet;

Thence North 14°12'21" West for a distance of 147.27 feet;

Thence South 84°43'13" West for a distance of 177.16 feet;

Thence South 05°16'47" East for a distance of 114.63 feet;

Thence South 77°30'31" East for a distance of 160.14 feet;

Thence South 00°00'02" West for a distance of 70.75 feet;

Thence North 89°59'58" West for a distance of 192.34 feet;

Thence North 43°23'50" West for a distance of 402.70 feet;

Thence North 10°15'13" West for a distance of 533.33 feet;

Thence North 85°25'51" West for a distance of 150.00 feet to the Southeast corner of the Shoshone Fruit Tract #3 Subdivision;

Thence along the Southeasterly boundary of the Shoshone Fruit Tract #3 Subdivision on the following courses:

North 29°32'01" West, 85.43 feet;

North 11°04'52" West, 213.01 feet;

North 05°12'20" West, 288.73 feet;

North 21°19'07" East, 280.33 feet;

North 19°25'31" East, 394.79 feet;

North 46°54'32" East, 312.01 feet;

North 40°55'03" East, 80.35 feet to a point on the North boundary of the NE¼ of Section 35;

Thence South 89°24'38" East along the North boundary of the NE¼ of Section 35 for a distance of 982.77 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 6

Commencing at the Northeast corner of said Section 35 from which the North One Quarter (N¼) corner of Section 35 bears North 89°24'38" West, 2696.70 feet;

Thence from the Northeast corner of Section 35, South 00°29'33" West along the East boundary of the NE¼ of Section 35 for a distance of 2297.59 feet;

Thence North 89°59'58" West for a distance of 608.28 feet to THE TRUE POINT OF BEGINNING;

Thence continuing North 89°59'58" West for a distance of 45.65 feet;

Thence North 00°00'02" East for a distance of 70.75 feet;

Thence North 77°30'31" West for a distance of 160.14 feet;

Thence North 05°16'47" West for a distance of 114.63 feet;

Thence North 84°43'13" East for a distance of 177.16 feet;

Thence South 14°12'21" East for a distance of 147.27 feet;

Thence South 00°00'02" West for a distance of 93.07 feet to THE TRUE POINT OF BEGINNING.

SECTION 36:

PARCEL NO. 7

Commencing at the North One Quarter (N¼) corner of said Section 36 from which the Northwest corner of Section 36 bears North 89°27'59" West, 2696.68 feet, said North One Quarter (N¼) corner of Section 36 being THE TRUE POINT OF BEGINNING;

Thence South 00°23'31" West along the East boundary of the NW¼ of Section 36 for a distance of 605.50 feet to a point on the Northeasterly boundary of a 150.0 foot wide strip of land deeded to the United States of America by Instrument #67906;

Thence North 71°04'29" West along the Northeasterly boundary of the parcel deeded to the United States of America for a distance of 241.66 feet to the point of curvature of a curve right;

Thence Northwesterly along the Northeasterly boundary of the parcel deeded to the United States of America and along the arc of the curve right for a distance of 176.04 feet, said arc having a radius of 284.26 feet and a chord bearing and distance of North 53°19'59" West, 173.24 feet;

Thence North 35°35'29" West along the Northeasterly boundary of the parcel deeded to the United States of America for a distance of 528.76 feet to a point on the North boundary of the NW¼ of Section 36;

Thence South 89°27'59" East along the North boundary of the NW¼ of Section 36 for a distance of 679.46 feet to THE TRUE POINT OF BEGINNING.

AND

Commencing at the Northwest corner of said Section 36 from which the North One Quarter (N¼) corner of Section 36 bears South 89°27'59" East, 2696.68 feet, said Northwest corner of Section 36 being THE TRUE POINT OF BEGINNING;

Thence South 89°27'59" East along the North boundary of the NW¼ of Section 36 for a distance of 1831.51 feet to a point on the Southwesterly boundary of a 150.00 foot wide strip of land deeded to the United States of America by Instrument #67906;

Thence South 35°35'29" East along the Southwesterly boundary of the United States of America parcel for a distance of 638.24 feet to the point of curvature of a curve left;
Thence Southeasterly along the Southwesterly boundary of the United States of America parcel and along the arc of the curve left for a distance of 268.94 feet, said arc having a radius of 434.26 feet and a chord bearing and distance of South 53°19'59" East, 264.66 feet;
Thence South 71°04'29" East along the Southwesterly boundary of the United States of America parcel for a distance of 291.94 feet to a point on the East boundary of the W½ of Section 36;
Thence South 00°23'31" West along the East boundary of the W½ of Section 36 for a distance of 3231.76 feet to the Southeast corner of the N½SW¼ of Section 36;
Thence North 89°50'10" West along the South boundary of the N½SW¼ of Section 36 for a distance of 2683.47 feet to the Southwest corner of the N½SW¼ of Section 36;
Thence North 00°22'38" West along the West boundary of the N½SW¼ of Section 36 for a distance of 1335.15 feet to the West One Quarter (W¼) corner of Section 36;
Thence North 00°29'33" East along the West boundary of the NW¼ of Section 36 for a distance of 2677.78 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO:

1. An easement to the Big Wood Canal Company for the use and maintenance of that part of the Milner-Gooding canal that lies outside the United States of America parcel.

Together with all water rights appurtenant thereto.

(collectively hereafter the "Real Property")

Mortgagors' address: The Alton & Paula Huyser Trust
 P.O. Box 741
 Shoshone, ID 83352

TO HAVE AND TO HOLD the Real Property, with its appurtenances unto the Mortgagee, and her heirs, successors and assigns, forever.

This conveyance is intended as a mortgage to secure the payment of the sum of *One Million One Hundred Twenty Thousand and No/100 Dollars (\$1,120,000.00)* issued as part of the purchase price of the Real Property in accordance with the terms of a Promissory Note ("Note") of even date herewith, payable to the order of the Mortgagee, with final payment due on or before December 15th, 2032, and providing for acceleration of the due date of the principal for default in the payment of any installment of principal or interest, or any part thereof, and providing for a reasonable attorney's fee

in case of suit or action.

The Mortgagor covenants and agrees, as follows:

1. Mortgagor is lawfully seized and possessed of the Real Property; has the right to mortgage and convey the same; that the Real Property is free of all encumbrances, other than real property taxes and assessments for 2017 and subsequent years; and that Mortgagor warrants and will defend the title thereto against all other lawful claims of all persons whomsoever.
2. Mortgagor will pay the Note in accordance with its terms.
3. Mortgagor will pay all taxes, assessments, water and public charges of any nature levied or assessed against the Real Property (and produce receipts therefor upon demand) and also pay any claim, lien or encumbrance created by Mortgagor against the Real Property which may be or become prior to this Mortgage beginning.
4. Mortgagor (i) will not remove any building or structure on the Real Property unless the Mortgagee shall first consent thereto in writing; (ii) will maintain the Real Property in good condition and repair; (iii) will comply with all the laws, ordinances, regulations, covenants and restrictions affecting the Real Property and will not suffer or permit violation thereof; and (iv) will furnish such information respecting the use and operation of the Real Property as the Mortgagee may demand from time to time and permit the Mortgagee or her representative(s) to examine and inspect the Real Property at any reasonable time.
5. Mortgagor will, at all times during this mortgage, keep the improvements on the Real Property insured against fire and other casualty in an amount equal to the replacement cost thereof, which policy of insurance shall include a loss payee clause in favor of Mortgagor and Mortgagee as their interests may appear from time to time.
6. Mortgagor will not commit or suffer waste of the Real Property or impairment in any manner of the agricultural value of it and, without limiting that generality, will cultivate, irrigate, fertilize, keep land free from foul and noxious weeds, brush and other undesirable growth; provide for crop rotation, drainage, and prevention of erosion and pasture maintenance in accordance with good husbandry and customary best farming practices.
7. If Mortgagor fails to pay any claim, lien or encumbrance created by it which is prior to this Mortgage or any taxes, assessments, or insurance premium when due or to keep the Real Property in repair, or if any violation of any undertaking on Mortgagor's part set forth in the two paragraphs immediately preceding shall occur, or if there be commenced any action or a proceeding affecting the Real Property or the title thereto, then Mortgagee may pay the claim, lien, encumbrance, tax, assessment or premium at its option with a right of subrogation thereunder. Mortgagee may

procure such evidences of title as she deems necessary, and may make such repairs, and take such steps as she deem necessary to prevent or cure any breach. Mortgagee may appear in an action or proceeding, retain counsel, and take such action as Mortgagee deems advisable. For any of these purposes, the Mortgagee may advance such money as they deem necessary.

8. With regard to Hazardous Materials as that term is hereinafter defined, Mortgagor covenants and represents as follows:

Mortgagor shall not install, store, use, treat, transport, or dispose, or knowingly permit or acquiesce in the installation, storage, use, treatment, transportation or disposal by Mortgagor, its agents, employees, independent contractors or tenants, on the property encumbered hereby (except in the ordinary course of business and in compliance with applicable laws) of any Hazardous Materials.

In the event of any installation, storage, use, treatment, presence, transportation or disposal (except in the ordinary course of business and in compliance with applicable laws), whether previously existing or hereafter occurring, whether by Mortgagor or any predecessor in title, or any employees, agents, contractors or third parties, and whether or not known by Mortgagor, Mortgagor shall remove any such Hazardous Materials, and otherwise comply with the regulations or orders of such authority, all at the expense of Mortgagor.

Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against all loss, damage, and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense, and settlement of claims) that Mortgagee may incur as a result of, as or in connection with the assertion against the Mortgagee of any claim relating directly or indirectly, in whole or in part, to the presence or removal of any Hazardous Materials, or relating to any activity on or off the property encumbered hereby hereafter occurring.

Mortgagor shall promptly notify Mortgagee in writing of any order or pending or threatened action by any regulatory agent or other governmental body, or any claims made by any third party, relating to Hazardous Materials on, or emanations from, the property encumbered hereby, and shall promptly furnish Mortgagee with copies of any correspondence or legal pleadings in connection therewith.

PROVIDED, HOWEVER, that nothing contained in the foregoing paragraphs relating to Hazardous Materials shall be construed to prohibit or limit the right of the Mortgagor to properly use and store substances on the subject property in the ordinary course of Mortgagor's business so long as such storage and use are in compliance with all statutes, laws, rules and regulations applicable thereto.

The liability of Mortgagor to Mortgagee under the covenants of these paragraphs relating to Hazardous Materials shall survive any foreclosure of this Mortgage or any transfer of the property encumbered hereby by deed in lieu of foreclosure.

For the purpose of this Mortgage, the term •Hazardous Materials• shall mean any substances present on or under the real property in violation of any Environmental Law. The term •environmental law• for purposes of this agreement shall mean:

any statute, regulation, rule, order or decision of the United States of America, the State of Idaho or the County of Lincoln, or any commission, department, agency or tribunal thereof, regulating the presence of hazardous substances or the equivalent on or under real property.

9. In any action to foreclose this Mortgage, the holder of this Mortgage shall be entitled to apply for the appointment of a receiver of the rents and profits of the Real Property without regard to the adequacy of any security for the mortgage debt.

10. No delay by Mortgagee in exercising any right or any remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of a default hereunder. Mortgagee shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the loan proceeds hereof.

11. Mortgagor shall not, without the express written consent of the Mortgagee first having been obtained, sell, assign, transfer, contract, convey or encumber the Real Property to any third party. Mortgagor's failure to comply with this paragraph shall accelerate the full balance remaining due and owing hereunder.

12. Any notices, demands or communication provided or required to be sent to either party hereunder or under the Promissory Note or Loan Agreement secured hereby shall be in writing, and shall be sent by United States Postal Service, postage prepaid, certified or registered, return receipt requested, or by courier, or personally delivered. All notices shall be deemed to have been delivered forty-eight (48) hours following deposit in the United States Postal Service or upon personal delivery if sent by courier or personally delivered. All such notices shall be addressed to the parties as the addresses listed below, or to such other addresses as the parties may from time to time designate in writing, to wit:

MORTGAGEE: MICHELLE RICHER STENNETT
P.O. Box 475
Ketchum, Idaho 83340

MORTGAGOR: THE ALTON & PAULA HUYSER TRUST
P.O. Box 741
Shoshone, Idaho 83352

Any address or name may be changed by notice in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the legal counsel for such party.

13. Each and every provision of this Mortgage shall bind and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties. All Mortgagee rights and remedies herein specified are intended to be cumulative and not in substitution for any right or remedy otherwise available.

14. Time is of the essence of this Mortgage, and by accepting payment of any sum secured hereby after its due date, Mortgagee does not waive her right to require prompt payment of all other sums so secured when due or to declare default for failure so to pay.

15. The terms and conditions of a Purchase and Sale Agreement ("PSA") between the parties, of even date hereof for the Real Property, are hereby incorporated in this Mortgage as fully as if set forth at length herein. An event of default under the PSA shall be considered an event of default hereunder.

16. Prior to instituting an acceleration of the debt secured by this Mortgage, or instituting any remedy for a default under this Mortgage, or the Note, Mortgagee shall first give a written notice of default to Mortgagor at the address provided above specifying every claimed event of default. Mortgagee may not resort to any remedy unless Mortgagor has failed to cure each event of default within fifteen (15) days of the receipt of the Notice. In the event of an uncured event of default, Mortgagee may immediately accelerate the full balance remaining due and owing on the Note.

NOW, THEREFORE, if the Mortgagor shall perform all obligations secured by this mortgage, and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants and agreements herein contained and not corrected pursuant to the notice and cure provisions above stated, then the Mortgagee and her successors, heirs, or assigns, at their option, may declare the entire indebtedness hereby secured, immediately due and payable, along with any applicable penalty and foreclose this mortgage, and cause the Real Property to be sold, in the manner provided by law, and out of the monies arising from such sale, retain principal and interest, together with the costs and charges of such foreclosure suit and sale, including such sums as the Court may adjudge reasonable as attorney's fees to be allowed the Mortgagee, and the overplus, if any there be, pay over to the Mortgagor, and its successors, or assigns.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 14, 2017

ALTON & PAULA HUYSER TRUST
PO BOX 741
SHOSHONE ID 83352

MICHELLE RICHER STENNETT
PO BOX 475
KETCHUM ID 83340

RE: Change of Ownership and Notice of Security Interest in a Water Right for Water Right Nos.
37-59K, 37-10561A and 37-10561B

Dear Water Right Holders and Party Holding a Security Interest:

The department acknowledges receipt of correspondence changing ownership of and adding a security interest holder to the above referenced water rights. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (17293988)



Idaho Department of Water Resources
650 Addison Avenue West
Suite 500
Twin Falls, ID 83301

RECEIVED
OCT 13 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

706 Main St., PO Box 473
Gooding, ID 83330
Ph. (208) 934-8477
Fx. (866) 244-0878
www.titleonecorp.com

Date: October 11, 2017

Re: Escrow No. 17293988

In connection with the above referenced transaction, I am enclosing the following:

- Notice of Change of Water Right Ownership
- Notice of Security Interest in a Water Right
- Purchase Money Mortgage

Your business is greatly appreciated. If you have any questions, please do not hesitate to contact me.

Please sign and return to TitleOne, PO Box 473, Gooding, ID 83330.

Sincerely,

Brandi Clapp
(208) 934-8477
bclapp@titleonecorp.com