

RECEIVED

JAN 06 2015

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**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.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	37-461			
	37-460			
	37-10343			

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

Montie S. Day and Elizabeth J. Burnett-Day, Trustees of theDay Burnett Family Revocable Trust under Declaration ofTrust April 16, 20081235 Casa Palermo Cir., Henderson, NV 89011Phone 208-280-3764Email dayfisher@aol.com

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

John Arkoosh and Carrie Arkoosh

5. Expiration Date of Notification Period

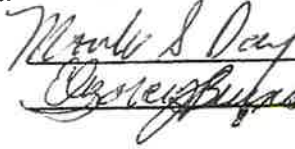
January 1, 2035

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

Title, if applicable



For Office Use Only

Received by DMDate 1-6-2015Receipt No. 5034481Fee \$75-

Processed by AJ _____

Date _____

WR _____

Date _____

SUPPORT DATA
IN FILE # 37-460

PURCHASE MONEY MORTGAGE

THIS PURCHASE MONEY MORTGAGE made this 30th day of December, 2014, by **JOHN ARKOOSH** and **CARRIE ARKOOSH**, husband and wife, of 2368 East 1775 South, Gooding, ID 83330 ("**Mortgagor**") to **MONTIE S. DAY** and **ELIZABETH J. BURNETT-DAY**, Trustees of the Day-Burnett Family Revocable Trust dated April 16, 2008, of 1235 Casa Palermo Circle, Henderson, Nevada 89011, ("**Mortgagee**").

WITNESSETH

The Mortgagor, for and in consideration of the sum of ~~\$72,000.00~~ and other good and valuable consideration, herein receipted for but not recited, in lawful money of the United States of America, receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, assigned, transferred, set over and mortgaged unto the Mortgagee, the successors and assigns of Mortgagee, the real estate described on Exhibit A located in Lincoln County, State of Idaho described on Exhibit A attached hereto and incorporated herein by reference.

AND TOGETHER with all and singular the improvements thereon and all water and water rights, including but not limited to: State Water Right No. 37-00460, State Water Right No. 37-00461 and State Water Right No. 37-10343, and all other rights and privileges owned by the Mortgagor or belonging to, or with, leading to, connected with or usually had or enjoyed in connection with the real estate or any part thereof, whether or not hereinabove expressly mentioned or described and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and the rents, issues and profits thereof.

When used herein the term "Mortgage", the same shall include the real estate, and this Mortgage shall be recorded in the office of the County Recorder, County of Lincoln, State of

PURCHASE MONEY MORTGAGE - 1

LINCOLN COUNTY
Recorded for:
TITLEONE - JEROME
12:06:18 PM 12-31-2014
0000195741
No. Pages 9 Fee: \$34.00
SUZANNE MCCONNELL
County Clerk
Deputy: CS
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

PURCHASE MONEY MORTGAGE

THIS PURCHASE MONEY MORTGAGE made this 30th day of December, 2014, by **JOHN ARKOOSH** and **CARRIE ARKOOSH**, husband and wife, of 2368 East 1775 South, Gooding, ID 83330 ("**Mortgagor**") to **MONTIE S. DAY** and **ELIZABETH J. BURNETT-DAY**, Trustees of the Day-Burnett Family Revocable Trust dated April 16, 2008, of 1235 Casa Palermo Circle, Henderson, Nevada 89011, (**Mortgagee**).

WITNESSETH

The Mortgagor, for and in consideration of the sum of ~~\$729,000.00~~ and other good and valuable consideration, herein receipted for but not recited, in lawful money of the United States of America, receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, assigned, transferred, set over and mortgaged unto the Mortgagee, the successors and assigns of Mortgagee, the real estate described on Exhibit A located in Lincoln County, State of Idaho described on Exhibit A attached hereto and incorporated herein by reference.

AND TOGETHER with all and singular the improvements thereon and all water and water rights, including but not limited to: State Water Right No. 37-00460, State Water Right No. 37-00461 and State Water Right No. 37-10343, and all other rights and privileges owned by the Mortgagor or belonging to, or with, leading to, connected with or usually had or enjoyed in connection with the real estate or any part thereof, whether or not hereinabove expressly mentioned or described and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and the rents, issues and profits thereof.

When used herein the term "Mortgage", the same shall include the real estate, and this Mortgage shall be recorded in the office of the County Recorder, County of Lincoln, State of

Idaho.

TO HAVE AND TO HOLD, the foregoing described real property and fixtures, to the Mortgagee, its successors and assigns.

This is a Purchase Money Mortgage given to secure the payment of a certain Promissory Note bearing even date herewith in the principal sum of ~~\$225,000.00~~ ^{\$225,000}, made, executed and delivered by the Mortgagor, as Maker to the Mortgagee, as Payee, by which said Note the Mortgagor promises and agrees to pay to the Mortgagee, or order of Mortgagee, the principal of the Note in the sum of , lawful money of the United States of America, with interest on the unpaid balance thereof, from January 1, 2015, until paid at the rate of five percent (5%) per annum, subject to adjustment in the event of default. The last installment on the Note shall be due and payable on January 1, 2035, subject to the acceleration of maturity as provided in the Note and together with all costs, disbursements and attorney fees as may become due and payable thereunder. The interest and the payments may be increased or decreased in the number of periodic payments and may be extended or shortened in terms of payment by agreement of the parties without affecting priority of this Mortgage.

NOW, THEREFORE, if the Mortgagor shall pay all and every sum of money specified in the Note, and shall in all respects fully carry out and comply with the covenants set forth and enumerated herein and in the Note, this conveyance shall be void. But on the other hand, if the Mortgagor shall fail to pay any of the sums of money as specified, or any taxes, assessments or other charges of any nature whatsoever due or to become due on the property or in any other respect shall fail to comply with any of the covenants and agreements herein or in the Note then so often as the failure of payment or breach of the covenant shall occur, or in the event of actual or

impending bankruptcy or in the insolvency of the Mortgagor, or of the persons included in the term "Mortgagor", the Mortgagee may at any time thereafter declare the whole of the principal sum or so much thereof as at the time of such declaration may remain unpaid, together with all unpaid principal and together with interest accrued thereon together with all sums paid by the Mortgagee under any agreement contained in the Mortgage to be at once due and payable and the Mortgagee may at any time after such failure of payment or breach of the covenant as aforesaid, proceed to foreclose this Mortgage and to compel payment in the full amount due and payable.

The Mortgagor has covenanted, agreed, and represented, and does hereby covenant, agree and represent to and with the Mortgagee as follows:

1. The Mortgagor has valid and unencumbered title in fee simple to the real estate and fixtures above described, subject only to those exceptions listed on the Warranty Deed executed by the Mortgagee to the Mortgagor simultaneously herewith, and they are the lawful owners and in possession of said real estate and that the Mortgagor has the right to convey or mortgage all of the property; the Mortgagor will not suffer or permit the property to become subject to any lien or encumbrance that shall have precedence over this Mortgage; the Mortgagor does warrant and will defend the title against the Mortgagee and against all claims and demands of all persons whomsoever and that the Mortgagor will pay all such sums of money specified in the Note, promptly as they become due, and all taxes, assessments and other charges that may be levied or assessed against the real estate.

2. In the event suit is instituted to foreclose this Mortgage, the Mortgagee may recover as attorney fees such sum as the court may adjudge reasonable in addition to costs and disbursements allowed by law or by court rule together with the costs of title evidence used in the

proceeding covering the property.

3. In the event suit is instituted for foreclosure, the Mortgagee, shall, as a matter of right, and without regard to sufficiency of the security or the waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed of all of the property herein mortgaged, and the Mortgagor hereby expressly consent to the appointment of a receiver by any court of competent jurisdiction and expressly stipulate, covenant and agree that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

4. In the event the Mortgagee becomes a party plaintiff or defendant in any suit or legal proceeding in relation to the property described or referred to or the lien or security interest created by this Mortgage, the Mortgagor agrees to pay on demand all attorney fees paid or incurred by the Mortgagee in connection with the suit or proceeding, including any expenses paid or incurred in procuring evidence of title and searching the records for such purpose of litigation.

5. Mortgagee may release for such consideration, or none, as it may require, any portion of the mortgaged property without in anywise impairing or affecting the liens and the priorities herein provided for in this Mortgage compared to any subordinate lienholder, as to the remainder of the security.

6. In the event of default, the Mortgagor further agrees, upon request of the Mortgagee, to assign to the Mortgagee, as additional and collateral security for the payment of the indebtedness hereby secured, any and all leases of the mortgaged property, or any part thereof, hereinafter made, and that no such lease shall be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to such assignment.

7. In the event of default, Mortgagor, will irrevocably assign and transfer to Mortgagee any and all moneys, payments and proceeds and benefits due or to become due the Mortgagor from or in connection with any government agricultural or conservation program of whatsoever kind and nature. The Mortgagor agrees that they will not conduct any operations on the premises that will in any way impair the mortgaged property for agricultural program benefits.

8. The Mortgagor agrees to do all things necessary to perfect and file for water rights on the property under the adjudication process now in effect in the State of Idaho on said water rights appurtenant or claimed regarding the property. The Mortgagor will give to the Mortgagee such assurances as may be reasonably required from time to time during the term of this Mortgage that the water rights have been perfected and all acts have been done as may be required by the adjudication process.

9. In the event any part of the property herein described is condemned or taken by any governmental entity, any award made therein to any person or persons shall be paid to the Mortgagee and the Mortgagee shall have the option of applying such award or any part of it to any obligation secured hereby and releasing any balance not so applied to the person or persons to whom such award is made.

10. Mortgagor shall pay all real estate taxes, levies and assessments that may be taxed, levied and assessed against the property during the term of this Mortgage. If the Mortgagor shall fail to make such payments the Mortgagee may do so and any sums so advanced shall be secured by this Mortgage together with interest thereon at the rate of twelve percent (12%) per annum.

11. This is a Purchase Money Mortgage to be construed according to the laws of

the State of Idaho.

12. The Mortgagor shall keep the mortgaged property free and clear of all liens and encumbrances without the written consent of the Mortgagee.

13. Time is of the essence of this Mortgage.

14. This Mortgage shall be binding upon the Mortgagor, and the successors and assigns of Mortgagor.

15. If the property or any part of the property of interest therein is sold or transferred by Mortgagor by sale or by the execution by Mortgagor of a contract sale with respect to the property or any part thereof, Mortgagee may, at Mortgagee's option, declare all of the indebtedness to be immediately due and payable or Mortgagee may waive such option to accelerate if, prior to the sale or transfer, Mortgagee, Mortgagor and the person or entity to whom the property is to be sold or transferred reach an agreement in writing otherwise. If Mortgagee exercises such option to accelerate due to an event default as defined in this Mortgage, Mortgagee shall give Mortgagor notice of acceleration. Said notice shall provide a period of not less than sixty (60) days from the date the notice is mailed in which Mortgagor may pay the sums declared due. If Mortgagor shall fail to pay such sums prior to the expiration of such period, Mortgagee may, without further notice of demand on Mortgagor, consider this Mortgage in a state of default and exercise the remedies set forth herein with respect to an Event of Default occurring under this Mortgage. A consent by Mortgagee to one or more sales or above transfers of the property shall not constitute a waiver of the provisions, nor shall it constitute a consent to or for any future sales or transfers by Mortgagor, their successors or assigns, and any future sale or transfer of the property by Mortgagor, their successors or assigns, or any of them, shall give Mortgagee the

acceleration rights provided above.

16. Except for any notice required under applicable law to be given in another manner:

(a) Any notice to Mortgagor provided for in the Mortgage shall be given by personal delivery, delivery by Federal Express and/or UPS with tracking, or by mailing such notice certified mail, return receipt, addressed to Mortgagor at one of the following current addresses:

1. JOHN ARKOOSH AND CARRIE ARKOOSH, 2368 East 1775 South, Gooding, Idaho 83330

2. JOHN ARKOOSH AND CARRIE ARKOOSH, 490 Ohlinger Road, Shoshone, Idaho 83352

or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and shall be deemed given, upon such personal delivery or deposit in the United States mail, first class postage fully prepaid, certified mail, return receipt requested.

b) Any notice to Mortgagee shall be given by personal delivery, delivery by Federal Express and/or UPS with tracking, or by mailing such notice certified mail, return receipt, addressed to Mortgagee at the following current address:

1. MONTIE S. DAY AND ELIZABETH J. BURNETT-DAY, 1235 Casa Palermo Circle, Henderson, Nevada 89011

or at such other address as Mortgagee may designate by notice to Mortgagor as provided herein, and shall be deemed given, upon such personal delivery or deposit in the United States mail, first class postage fully prepaid, certified mail, return receipt requested.

17. The Mortgagor shall not allow any deposits to be made on the real estate

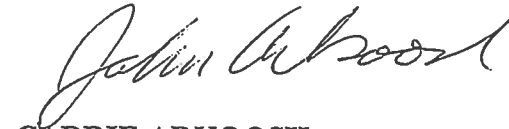
of any toxic waste substance or hazardous substance as the same are defined by law.

18. The lien of this Mortgage shall not be affected by the renegotiation or adjustment of the interest rate or the number of periodic payments to be made in accordance with Idaho Code § 45-116.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage the day and year first above written.

MORTGAGOR

JOHN ARKOOSH



CARRIE ARKOOSH



STATE OF IDAHO)
) ss
County of Gooding)

On this 30th day of December, in the year 20 14, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN ARKOOSH** and **CARRIE ARKOOSH**, ~~husband and wife~~, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public for Idaho
Residing at: *Gooding*
Comm. Exp.: *10/8/16*

(DayTrust/ArkooshMortgage.doc)

EXHIBIT A

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, LINCOLN
COUNTY, IDAHO

- Section 24: The East one-half of the Southwest Quarter.
 The West one-half of the Southeast Quarter.
 The South one-half of the Southeast Quarter of the Southwest Quarter of the
 Southwest Quarter.
- Section 25: The Northeast Quarter.
 The East one-half of the Northwest Quarter.
 The Northwest Quarter of the Northwest Quarter.
 The Northwest Quarter of the Southeast Quarter

Supplemental Escrow Instructions
(No Title Insurance)

The following Supplemental Escrow Instructions refer to Escrow No. 14244192 wherein John Arkoosh and Carrie Arkoosh, hereinafter referred to as "Buyer", and Montie S. Day and Elizabeth J. Burnett-Day, trustees of the Day Burnett Family Revocable Trust under declaration of trust April 16, 2008, hereinafter referred to as "Seller".

The parties hereto advise Escrow Holder that it is their intention that a commitment for title insurance not be obtained prior to the close of escrow nor that a title insurance policy be issued at close of escrow.

Buyer and Seller acknowledge that no representations have been made by Escrow Holder as to the status or condition of title to the subject property, either direct or implied, and; in consideration for Escrow Holder closing this transaction without benefit of title insurance, Buyer and Seller, jointly and severally, agree to save and hold Land Title and Escrow, Inc. dba TitleOne harmless from and against any and all liability and loss which they may suffer by reason of compliance with these instructions, and from any adverse exceptions to the status of title.

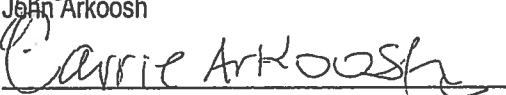
For the purposes of prorations and document preparation through this escrow, you are authorized and instructed to use, without liability on your part for the accuracy and/or correctness of same, the following assumptions:

1. The property is free and clear of all liens and encumbrances except:
 - a.
2. The taxes have been paid current
3. The vested owner is: Montie S. Day and Elizabeth J. Burnett-Day, trustees of the Day Burnett Family Revocable Trust under declaration of trust April 16, 2008

Buyer and Seller further acknowledge that they have been requested by Escrow Holder to seek legal counsel of their own choosing at their own expense, prior to the execution of closing documents, if they have any doubt concerning any aspect of this transaction.

Date: December 26, 2014

Buyer:


John Arkoosh

Carrie Arkoosh

Seller:

Montie S. Day, Trustee

Elizabeth J. Burnett-Day, Trustee



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

January 9, 2015

JOHN ARKOOSH
CARRIE ARKOOSH
1368 E 1775 S
GOODING ID 83330

DAY BURNETT FAMILY REVOCABLE TRUST
1235 CASA PALERMO CIR
HENDERSON NV 89011

RE: Change of Ownership and Notice of Security Interest in a Water Right for Water Right Nos.
37-460, 37-461, 37-10343

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 (14244192)



TitleOne
a title & escrow co.

RECEIVED
JAN 06 2015
DEPT OF WATER RESOURCES
SOUTHERN REGION

14244192
Jerome

January 5, 2015

Idaho Department of Water Resources
650 Addison Ave. W, Ste 500
Twin Falls, ID 83301

RE: Arkoosh/Day Burnett Trust

Dear Trish:

Enclosed please find our Title One Check number 1167 for 150.00 which represents the change of ownership and notice of security interest fees for the three water rights. I have also enclosed a copy of the recorded deed and Mortgage. Please return a copy for our files.
Thanks so much!

If you have any questions regarding this matter, please do not hesitate to contact this office at 208-324-3357.

Very truly yours,

LAND TITLE AND ESCROW, INC.

Becky Shubert
Escrow Officer