

RECEIVED

JAN 30 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
EASTERN 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.

1. Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
34-517 OK			
34-13596 OK			
34-13837 OK			
34-14964			

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

J&R Capital LLC

1846 1st St, Suite 278

Idaho Falls, ID 83401

Phone 208-701-9073

Email loansjrcapital@gmail.com

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

Jeremy and Barbara Wilmot

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)

Title, if applicable

Manager

For Office Use OnlyReceived by JB

Date

1/30/2025

Receipt No.

E050622

Fee

\$75.-

Processed by AJ

Date

WR

JB

Date

4/7/2025

SUPPORT DATA

IN FILE # 34-517

Escrow #: 24530916

Real Estate Mortgage

THIS MORTGAGE, Made January 28, 2025 by **Jeremy Wilmot and Barbara Wilmot, husband and wife**, Mortgagor, and **J&R Capital LLC**, Mortgagee,

WITNESSETH, That Mortgagor, in consideration of **\$412,500.00** Dollars the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto Mortgagee, and assigns forever, the following real estate situated in **Butte** County, State of Idaho, to wit:

Lots 1, 2, 3, 4, 6, 7, 8, 9 and 10, Copper Basin Estates, Butte County, Idaho, as shown on the plat recorded August 22, 2005, as Instrument No. 42323.

- IDWR Water Right 34-13596
- IDWR Water Right 34-517
- IDWR Water Right 34-13837

TOGETHER with all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of a certain promissory note of even date herewith for **\$412,500.00** Dollars executed and delivered by the said Mortgagor to the said Mortgagee.

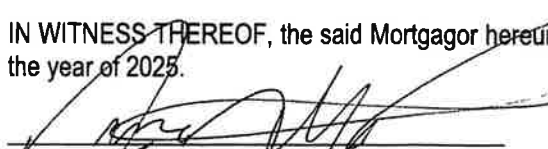
The date of maturity of the obligation or indebtedness secured hereby is the 10/28/2025.

The said Mortgagor does hereby covenant and agree to pay, before the same becomes delinquent, all taxes and assessments upon said premises, or this mortgage, or the debt secured hereby, laid or assessed in said County, also personal taxes; also all dues or assessments upon said ditch or water rights or water stock, and in the even of a default so to do, the holder hereof may pay the same; to keep the buildings located upon said premises insured in the sum of at least full insurable value, with loss, if any, payable to the said Mortgagee or assigns, in some company to be approved by the mortgagee, and deliver all policies and the renewals thereof to the said Mortgagee, and in event of some default so to do, the holder hereof may insure the same. In case of foreclosure hereof the said Mortgagor agrees to pay a reasonable attorney's fee, the same to be a lien upon said premises and due and payable when suit is begun.

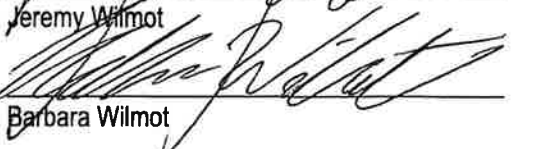
Also that the failure to pay when due any sum herein covenanted to be paid, or secured hereby, or failure to comply any of the agreements thereof, shall cause the whole debt to become due and collectible at the option of the Mortgagee without notice; that all money paid by the said Mortgagee for insurance, taxes, or water or ditch dues, rents or assessment, or any sum paid in protection of the lien of this mortgage shall bear interest from the date of such payment at the highest legal rate allowable by law, payable annually, and shall be secured hereby and collectible with the said principal note.

This mortgage and the note secured hereby shall be governed and construed according to the laws of the State of Idaho at the date of execution.

IN WITNESS THEREOF, the said Mortgagor hereunto subscribe his/her/their name(s) this 28th day of January in the year of 2025.



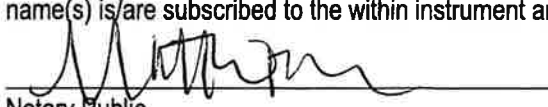
Jeremy Wilmot



Barbara Wilmot

State of Idaho, County of Bannock, ss.

On this 28th day of January, in the year of 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeremy Wilmot and Barbara Wilmot, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

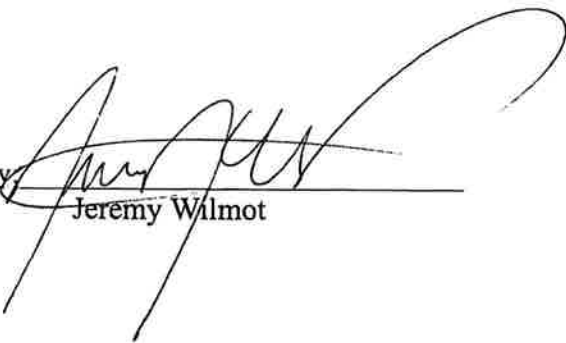


Notary Public

Residing In: Big Sky, WY

My Commission Expires: 01/24/2026

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

By 
Jeremy Wilmot

By 
Barbara Wilmot

STATE OF IDAHO)
County of Bonneville)ss.

This record was acknowledged before me on the 28th day of January, 2015,
by Jeremy Wilmot and Barbara Wilmot, husband and wife.

(stamp)


Signature of Notary Public

My Commission Expires: 01/22/2015





IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

April 07, 2025

J & R CAPITAL LLC
1846 1ST ST PMB 278
IDAHO FALLS ID 83401-4415

RE: Notice of Security Interest for Water Right/Permit No(s): 34-517, 34-13596, 34-14964

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest 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 Security Interest, 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.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: BARBARA WILMOT
JEREMY WILMOT