

RECEIVED

MAR 07 2025

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.
	36-7823B	36-2109D		
	36-2538B	36-2105B		
	36-2469G			
	36-2447D			
	36-2342B			

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

The Terry & Jolene Miller Family Trust

1184 E 700 N

Jackson, ID 83350

Phone 208-539-8004

Email terry@millerresearch.com

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

T.L.D Properties LLC, and Tall Tucano Properties, LLC

5. Expiration Date of Notification Period

February 21, 2045

6. Is this a Renewal of Request for Notification?

☐ YES☐ NO

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

Title, if applicable

Terry D. Miller Trustee

Jolene D. Miller Trustee

For Office Use Only

Received by SG Date 3-7-2025 Receipt No. 8040545 Fee \$175

Processed by AJ _____ Date _____ WR DM Date 4/3/2025

SUPPORT DATA

IN FILE # 36-2105B

Instrument # 711060
Blaine County, Hailey, Idaho
03/03/2025 01:00:57 PM No. of Pages: 10
Recorded for: TITLEONE - BURLEY
Stephen McDougall Graham Fee: \$45.00
Deputy jguerrero
Electronically Recorded

PURCHASE MONEY MORTGAGE

25538395

MORTGAGE made this 21st day of February 2025, by T.L.D. Properties, LLC an Idaho liability company, as to an undivided 50% interest and Tall Tucano Properties, LLC an Idaho limited liability company as to an undivided 50% interest of 1404 East 500 North, Jackson, Idaho 83350 ("Mortgagors") to The Terry & Jolene Miller Family Trust dated September 4, 1987 of 1184 East 700 North, Jackson, ID 83350 ("Mortgagees").

W I T N E S S E T H:

The Mortgagors, for and in consideration of the sum of
and other good and valuable
consideration, herein receipted for but not recited, lawful money of the United States of America,
to us in hand paid, receipt whereof is hereby acknowledged, have granted, bargained, sold,
conveyed, assigned, transferred, set over and mortgaged unto the Mortgagees, the successors and
assigns of Mortgagees, the real estate in Blaine County, State of Idaho described as follows:

Township 7 South Range 26 East, Boise Meridian, Blaine County, Idaho

Section 30: S1/2SE1/4

Section 31: N1/2NE1/4

AND TOGETHER with all and singular improvements thereon and all water and water rights, including but not limited to Idaho Department of Water Resources Water Right No. 36-7823B, 36-2538B, 36-2469G, 36-2447D, 36-2342B, 36-2109D and 36-2105B and all other rights and privileges owned by the Mortgagors 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.

TO HAVE AND TO HOLD, the foregoing described real property, fixtures, and water rights to the Mortgagees, their 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

made, executed and delivered by
the Mortgagors, as Borrowers/Makers to the Mortgagees, as Beneficiary/Payees, by which said note the Mortgagors promise and agree to pay to the Mortgagees, or order of Mortgagees, 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 the date hereof until paid at the rate of Six percent

per annum, subject to adjustment in the event of default. The last installment on the note shall be due and payable on February 21, 2045 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 Mortgagors 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 Mortgagors 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 Mortgagors, or of any of the persons included in the term "Mortgagors", the Mortgagees 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 Mortgagees under any agreement contained in the Mortgage to be at once due and payable and the Mortgagees may at any time after such failure of payment or breach of the covenant as aforesaid, proceed to foreclosure this Mortgage and to compel payment in the full amount due and payable.

The Mortgagors have covenanted, agreed, and represented, and do hereby covenant, agree and represent to and with the Mortgagees as follows:

1. The Mortgagors have valid and unencumbered title in fee simple to the real estate above described, subject only to those exceptions listed on the Warranty Deed executed by the Mortgagees to the Mortgagors simultaneously herewith, and they are the lawful owners and in possession of said real estate and that the Mortgagors have the right to convey or mortgage all of the property; the Mortgagors will not suffer or permit the property to become subject to any lien or encumbrance that shall have precedence over this mortgage; the Mortgagors do warrant and will defend the title against the Mortgagees and against all claims and demands of all persons whomsoever and that the Mortgagors 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 and all taxes that may be levied or assessed against this Mortgage given by the Mortgagors in connection herewith or to the holder of this Note on account thereof when the same shall become due and payable.

2. In the event suit is instituted to foreclosure this Mortgage, the Mortgagees 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 Mortgagees, shall, as a matter or right, and without regard to sufficiency of the security or the waste or danger of misapplication of any of the properties of the Mortgagors, be entitled forthwith to have a receiver appointed of all of the property herein mortgaged, and the Mortgagors 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 Mortgagees become 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 Mortgagors agree to pay on demand all attorney fees paid or incurred by the Mortgagees 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. Mortgagees 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 Mortgagors further agree, upon request of the Mortgagees, to assign to the Mortgagees, 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 Mortgagees without first obtaining the written consent of the Mortgagees to such assignment.

7. In the event of default, Mortgagors, will irrevocably assign and transfer to Mortgagees any and all moneys, payments and proceeds and benefits due or to become due the Mortgagors from or in connection with any government agricultural or conservation program of whatsoever kind and nature. The Mortgagors agree 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 Mortgagors agree 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 Mortgagors will give to the Mortgagees 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 Mortgagees and the Mortgagees 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. Mortgagors 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 Mortgagees 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 Mortgagors shall keep the mortgaged property free and clear of all liens and encumbrances without the written consent of the Mortgagees.

13. Time is of the essence of this mortgage.

14. This mortgage shall be binding upon the Mortgagors, the heirs, successors and assigns of Mortgagors.

15. The Mortgagees are relying on the credit of the Mortgagors and their ability to maintain and pay for this security, and therefore, in the event that the Mortgagors sell, transfer, assign or

convey or otherwise hypothecate the security, the unpaid balance and all accrued interest of the Note secured hereby shall at once, without notice become immediately due and payable even though the time of maturity has not arrived.

16. The Mortgagors 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.

17. 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.

18. The Mortgagors agree to keep the property in good condition and repair, free from weeds and debris and will so maintain the premises during the duration of this Mortgage.

19. The Mortgagors agree to maintain fire insurance on the improvements on the property in an amount of their replacement value with the proceeds payable to the Mortgagees as their interest may appear.

IN WITNESS WHEREOF, the Mortgagors have executed this Purchase Money Mortgage to be effective the day and year first above written.

T.L.D. Properties, LLC, an Idaho limited liability company

BY: Taylor F. Duncan, Member
Taylor F. Duncan, member

BY: Laura Duncan, Member
Laura Duncan, member

Tall Tucano Properties, LLC, an Idaho limited liability company

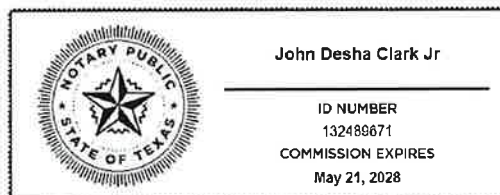
BY: Brigham Duncan, Member
Brigham Duncan, sole member

State of Texas)
) ss.
 County of Tarrant)

On this 25th day of February, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Taylor F. Duncan, known or identified to me to be a member of T.L.D. Properties, LLC, the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Notary Public for ~~State~~ Texas
 Residing In: Tarrant
 My Commission Expires: 05/21/2028



Electronically signed and notarized online using the Proof platform.

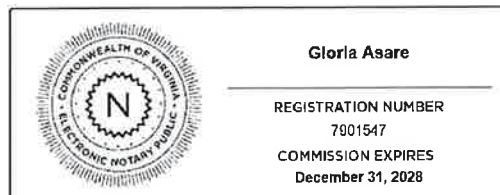
State of Virginia)
) ss.
 County of Loudoun)

On this 25th day of February, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Laura. Duncan, known or identified to me to be a member of T.L.D. Properties, LLC, the limited liability company that executed the within instrument and acknowledged to me that she executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Gloria Asare

Notary Public for ~~State~~ Virginia
 Residing In: Loudoun County, VA
 My Commission Expires: 12/31/2028



Registration No: 7901547
 Electronic Notary Public

Notarized remotely online using communication technology via Proof.

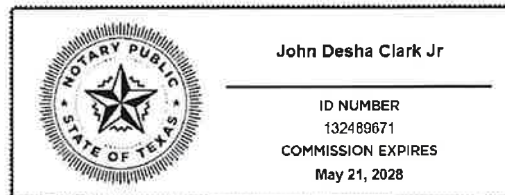
State of Texas)
) ss.
County of Tarrant)

On this 25th day of February, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Brigham Duncan, known or identified to me to be a member of Tall Tucano Properties, LLC, the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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



Notary Public for ~~Kan~~ Texas
Residing In: Tarrant
My Commission Expires: 05/21/2028



Electronically signed and notarized online using the Proof platform.

ACKNOWLEDGEMENT OF GUARANTORS:

Dated February 21, 2025

Taylor F. Duncan

Taylor F. Duncan

Laura Duncan

Laura Duncan

Brigham Duncan

Brigham Duncan

State of Texas, County of Tarrant, SS.

On this 25th day of February in the year of 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Taylor F. Duncan 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.

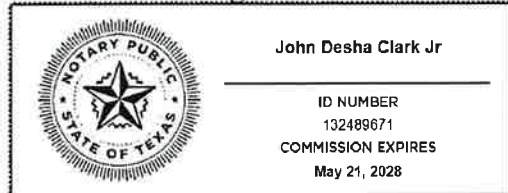
Notary Public

Residing In: Tarrant

My Commission Expires: 05/21/2028

(seal)

Electronically signed and notarized online using the Proof platform.



Notary Public, State of Texas

State of Virginia, County of Loudoun, SS.

On this 28th day of February in the year of 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Laura Duncan known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

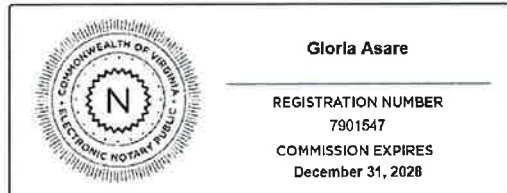
Electronic Notary Public

Notary Public Gloria Asare

Residing In: Loudoun County, VA

My Commission Expires: 12/31/2028

(seal) Registration No: 7901547



Notarized remotely online using communication technology via Proof.

State of Texas, County of Tarrant, SS.

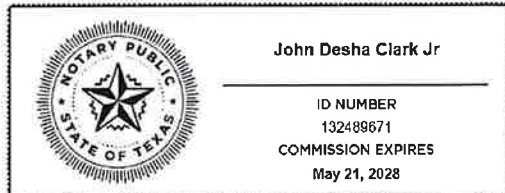
On this 25th day of February in the year of 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Brigham Duncan known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public

Residing In: Tarrant

My Commission Expires: 05/21/2028

(seal)



Notary Public, State of Texas

Electronically signed and notarized online using the Proof platform.



IDAHO DEPARTMENT OF
WATER RESOURCES

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

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

April 3, 2025

TLD PROPERTIES LLC
1404 E 500 N
JACKSON ID 83350-5010

TALL TUCANO PROPERTIES LLC
1404 E 500 N
JACKSON ID 83350-5010

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 36-2105B, 36-2109D, 36-2342B, 36-2447D, 36-2469G, 36-2538B and 36-7823B

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to The Terry & Jolene Miller Family Trust. 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) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: TitleOne, Burley, ID (File #25538395)
The Terry & Jolene Miller Family Trust
Water District 130



211 W. 13th St.
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

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

RECEIVED

MAR 07 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Date: March 6, 2025

Escrow No. 25538395

Greetings,

Enclosed please find the following:

- Title Check No. 56458 in the amount of \$175.00
- Original executed Notice of Change in Water Right Ownership
- Copy of original executed Warranty Deed recorded on 03/03/2025 as instrument No. 711059, records of Blaine County, ID
- Title Check No. 56459 in the amount of \$175.00
- Original executed Notice of Security Interest in a Water Right
- Copy of original executed Mortgage recorded on 03/03/2025 as instrument No. 711060, records of Blaine County, ID

Please make the necessary changes to your records to reflect new Ownership and new Security Interest and send receipted copy to TitleOne. PO Box 177, Burley, ID 83318. Please feel free to contact us at the number above should you have any questions.

Best Regards,
TITLEONE

Ashley Martinkus
Ag Escrow Assistant

AR/am
Enc.
FedEx