



# **LISTING PACKAGE**

158 Lynnewood Drive  
Columbia Falls, MT 59912

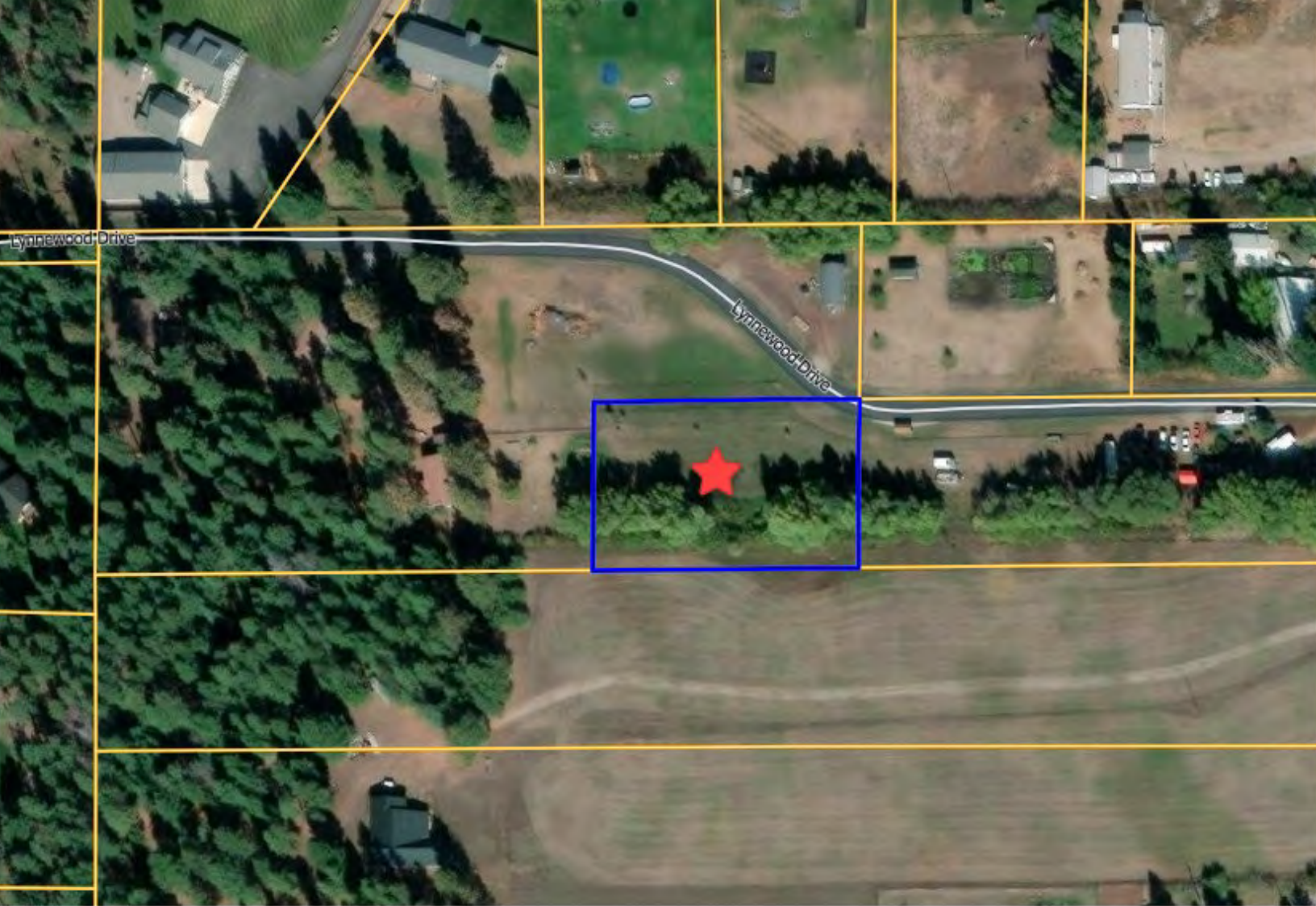
**Assessor Number: 0012348**

**Geocode: 07-4186-28-1-03-06-0000**

## **What's Included:**

<b>Property Report Card</b>	<b>X</b>
<b>Tax Bill/Assessor Information</b>	<b>X</b>
<b>Vesting Deed</b>	<b>X</b>
<b>Open Deeds of Trust</b>	<b>X</b>
<b>Tract Map</b>	<b>X</b>
<b>Survey/Subdivision Map</b>	<b>X</b>
<b>CCR's</b>	<b>N/A</b>





Tax Year: 2026

Scale: 1:961.89 Basemap: World Imagery



## Summary

### Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 07-4186-28-1-03-06-0000

Assessment Code: 0000012348

#### Primary Owner:

RAAN CHRISTOPHER & TANELLA  
PO BOX 3013  
COLUMBIA FLS, MT 59912-3013  
Note: See Owners section for all owners

#### Property Address:

158 LYNEWOOD DR  
COLUMBIA FALLS, MT 59912

Certificate of Survey: 17861-1

Legal Description: S28, T30 N, R20 W, 17861-1, PARCEL N/A, TR 1GAA IN SW4NE4

Last Modified: 1/23/2026 19:33:55 PM

Tax Year: 2026

## General Property Information

Neighborhood: 207.360.0	Property Type: Vacant Land
Living Units: n/a	Levy District: 07-131212-06 - DF
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: n/a	Limited: n/a

## Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

## Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	1.01	n/a

## Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
8/31/2012	n/a	n/a	8/31/2012	201200020163	Special Warranty Deed
3/15/2012	n/a	n/a	3/15/2012	201200005744	Warranty Deed

## Owners

### Party #1

Default Information:	RAAN CHRISTOPHER & TANELLA PO BOX 3013 COLUMBIA FLS, MT 59912-3013
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	11/9/2012 8:29:34 AM

Tax Year: 2026

## Appraisals

### Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	250932	n/a	250932	COST
2024	210024	n/a	210024	COST
2023	210024	n/a	210024	COST

## Market Land

### Market Land Item #1

Method: Acre	Type: Primary Site
Width: n/a	Depth: n/a
Square Feet: n/a	Acres: 1.01
Class Code: 2201	Value: n/a

## Dwellings

No dwellings exist for this parcel

## Other Buildings

No other buildings exist for this parcel

## Commercial

No commercial buildings exist for this parcel

## Ag/Forest Land

Tax Year: 2026

No ag/forest land exists for this parcel

## Conservation Easements

No conservation easements exist for this parcel

## Disclaimer

The Montana State Library (MSL) provides this product/service for informational purposes only. MSL did not produce it for, nor is it suitable for legal, engineering, or surveying purposes. Data from disparate sources may not be in vertical alignment. Consumers of this information should review or consult the primary data and information sources to ascertain the viability of the information for their purposes. The MSL provides these data in good faith and in no event, shall be liable for any incorrect results or analysis, any lost profits and special, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data or the services provided. The MSL makes these data and services available as a convenience to the public, and for no other purpose. The MSL reserves the right to change or revise published data and/or services at any time.



# FLATHEAD COUNTY Montana

Shopping Cart: 0 Items [\$0.00]

- [New Search](#)
- [History](#)
- [Payoff](#)
- [Pay Taxes](#)
- [Help](#)

**Assessor#:** D012348

**Status:** Current

**Receipt:** 20488660

**2025 Owner(s):**  
RAAN CHRISTOPHER & TANELLA

**Mailing Address:**  
PO BOX 3013  
COLUMBIA FLS, MT 599123013

**Legal Description:**  
S28, T30 N, R20 W, 17861-1, PARCEL N/A, TR 1GAA IN

[Tax Comparison](#)

### 2025 Value:

**Market Value:** \$250,932  
**Taxable:** \$1,907

[Detail](#)

### 2025 Taxes:

[View Pie Charts](#)

**First Half:** \$461.12 **Due:** 11/30/2025  
**Second Half:** \$461.10 **Due:** 6/1/2026  
**Total:** \$922.22

[Show Current Tax Bill](#)

[Detail](#)

### 2025 Payments:

**First Half:** \$461.12  
**Second Half:** \$0.00  
**Total:** \$461.12

(May include penalty & interest)

### 2025 Legal Records:

**Geo Code:** 07-4186-28-1-03-06-0000 **Instru#:** 201200020163 **Date:** 2012-08-31

**Property address:** 158 LYNNEWOOD DR, COLUMBIA FALLS MT 59912  
**TRS:** T30 N, R20 W, Sec. 28  
**Legal:** S28, T30 N, R20 W, 17861-1, PARCEL N/A,  
TR 1GAA IN SW4NE4  
**Short:** TR 1GAA IN SW4NE  
**Acres:** 1.01  
**COB:** 17861-1

**Note:** The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 02/27/2026 03:31 PM.

**Send Payment To:**  
Flathead County Treasurer  
290 A North Main  
Kalispell, MT 59901  
(406) 758-5680



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# FLATHEAD COUNTY Montana

Shopping Cart: 0 Items [\$0.00]

[New Search](#) [Detail](#) [Payoff](#) [Help](#)

**Assessor#:** D012348

**Status:** Current

**Type:** RE

**Owner:** RAAN CHRISTOPHER & TANELLA

### History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
<a href="#">2025</a>	<a href="#">20488660</a>	10/15/2025	\$922.22	11/25/2025	\$461.12 \$0.00	
<a href="#">2024</a>	<a href="#">84237</a>	10/07/2024	\$1,352.62	11/27/2024 5/29/2025	\$676.32 \$676.30	
<a href="#">2023</a>	<a href="#">202311435</a>	09/29/2023	\$1,274.36	11/16/2023 5/29/2024	\$637.19 \$637.17	
<a href="#">2023</a>	<a href="#">202412115</a>	02/28/2024	\$48.48	5/29/2024	\$0.00 \$48.48	
<a href="#">2022</a>	<a href="#">202211012</a>	11/01/2022	\$624.01	2/6/2023 2/6/2023	\$312.01 \$312.00	
<a href="#">2021</a>	<a href="#">202110886</a>	11/01/2021	\$632.97	5/5/2022 5/5/2022	\$338.59 \$316.48	

**\*\* Paid Amount may include penalty & interest**

**Note:** The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 02/27/2026 03:31 PM.

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**Flathead County Treasurer**  
**Adele Krantz, Treasurer**  
 290 A North Main  
 Kalispell, MT 59901  
 (406) 758-5680  
[https://flatheadcounty.gov/property\\_tax](https://flatheadcounty.gov/property_tax)

# County Tax Bill

## Tax Year 2025

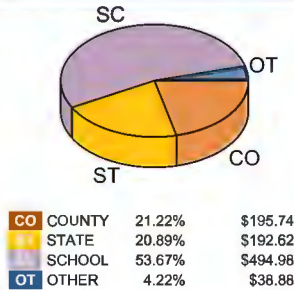
25546\*68\*\*G50\*\*0.836\*\*14\*\*\*\*\*AUTO\*\*5-DIGIT 59937  
 RAAAN CHRISTOPHER & TANELLA  
 PO BOX 3013  
 COLUMBIA FLS MT 59912-3013



Assessor #:	0012348
Tax District	1312-DF06/Fairview Cemetary/B
Geo Code	07418628103060000
Mill Levy:	475.880
Market Value:	250,932
Real Estate:	1,907
Building & Improvements:	0
Personal Property:	0
Exemption:	0.00
Taxable Value:	1,907

Key Taxing Authority	Levy	Total Due	Key Taxing Authority	Levy	Total Due	Legal Description
911 GENER OBLIG BON	0.800	\$1.52	SD 06 TECHNOLOGY	16.000	\$30.52	SCT: 28 TWN: 30 N RNG: 20 W
AIRPORT	2.000	\$3.82	SD 06 TRANSPORTATIO	9.270	\$17.68	S28, T30 N, R20 W, 17861-1, PARCEL N/A, TR 1GAA IN SW4NE4
AREA AGENCY ON AGIN	0.420	\$0.80	SD 06 TUITION	18.810	\$35.86	Physical Address: 158 LYNNEWOOD DR
BADROCK FIRE	10.720	\$20.44	SEARCH & RESCUE	0.950	\$1.82	
BOARD OF HEALTH	3.750	\$7.16	SHERIFF	25.000	\$47.68	
BRIDGE	1.650	\$3.14	SPECIAL EMS PROGRA	1.910	\$3.64	
CFHS BLDG RESERVE	0.750	\$1.42	TRANSPORTATION	1.040	\$1.98	
CFHS BLDG RESERVE V	21.390	\$40.78	UNIVERSITY MILLAGE	6.000	\$11.44	
CFHS BUS RESERVE	2.640	\$5.04	<b>TOTAL LEVY</b>	<b>475.880</b>	<b>\$907.50</b>	
CFHS GENERAL	31.300	\$59.68	FECC SPECIAL DIST		\$12.43	
CFHS TRANSPORTATIO	5.170	\$9.86	SOIL & WATER CONSERV		\$2.29	
CFHS TUITION	3.090	\$5.90	<b>TOTAL TAX</b>		<b>\$922.22</b>	
CO PERM MED LEVY	7.550	\$14.40				
COMMUNITY COL. RET.	2.800	\$5.34				
COMP INSURANCE	4.650	\$8.86				
COUNTY LIBRARY	4.020	\$7.66				
COUNTY PARKS	1.010	\$1.92				
COUNTY PLANNING	0.810	\$1.54				
COUNTY RETIREMENT	6.000	\$11.44				
COUNTYWIDE MOSQUIT	0.490	\$0.94				
DISTRICT COURT	0.880	\$1.30				
ELEM GENERAL MAINT	33.000	\$62.94				
ELEM RETIREMENT	14.430	\$27.52				
EMS	0.890	\$1.70				
EQUALIZATION MILLAG	40.000	\$76.28				
EXTENSION	0.250	\$0.48				
FAIR	0.510	\$0.98				
FAIRVIEW CEMETERY	1.950	\$3.72				
FVCC ADULT EDUCATIO	0.990	\$1.88				
FVCC DEBT SERVICE	0.540	\$1.02				
FVCC GENERAL	6.530	\$12.46				
FVCC PERMIS MED LEV	3.290	\$12.54				
GENERAL	19.420	\$37.04				
GROUP INSURANCE	0.960	\$1.84				
HIGH SCH GEN MAINT	22.000	\$41.96				
HIGH SCH RETIREMENT	7.530	\$14.36				
JUVENILE DETENTION	0.460	\$0.88				
NOXIOUS WEEDS	0.860	\$1.64				
PERM SRS LEVY	0.510	\$0.98				
PORT AUTHORITY	0.900	\$1.72				
PUBLIC TRANSIT	0.400	\$0.76				
ROAD	15.770	\$30.08				
SD 06 BLDG RESERVE	1.630	\$3.10				
SD 06 BUS RESERVE	5.480	\$10.44				
SD 06 DEBT SERVICE	44.990	\$85.80				
SD 06 GENERAL	58.630	\$111.80				

### Distribution Breakdown



*This property may qualify for: Montana Disabled Veteran Property Tax Relief, Property Tax Assistance Program, Land Value Assistance Program and/or Elderly Homeowner's Tax Credit. Contact the, Department of Revenue at (406)758-5700 for further information.*

2nd Half:	\$461.10
2nd Half Due:	05/31/2026

**DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT**

Assessor No:	0012348
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**NO SECOND HALF NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. STUBS MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX RECEIPT INCLUDE A SELF ADDRESSED STAMPED ENVELOPE.**

RAAN CHRISTOPHER & TANELLA  
 PO BOX 3013  
 COLUMBIA FLS MT 59912-3013

**MAKE CHECK PAYABLE TO:**  
**Adele Krantz**  
**Flathead County Treasurer**  
 290A N MAIN ST  
 KALISPELL, MT 59901-3946

**PAYMENT MUST BE HAND DELIVERED, PAID ONLINE, OR POSTMARKED BY 5:00PM ON MAY 31, 2026**

1st Half:	\$461.12
1st Half Due:	11/30/2025
Full Year Total:	\$922.22
Total Due Date:	11/30/2025

**DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT**

Assessor No:	0012348
--------------	---------

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**Flathead County Treasurer**  
 290A N MAIN ST  
 KALISPELL, MT 59901-3946

**PAYMENT MUST BE HAND DELIVERED, PAID ONLINE, OR POSTMARKED BY 5:00PM ON NOV. 30, 2025**



**EFFECT OF FAILURE TO RECEIVE NOTICE** - Penalty and interest will not be waived due to non-receipt of a tax bill.

**DELINQUENT TAXES** - Once a full year becomes delinquent, you must pay the year in full. If more than one tax year is delinquent, the most current year must be paid first per MCA 15-16-102.

**ADDRESS CHANGES** - The Plat Room processes address changes with a written request or email request. 406-758-5510

**EXTENDED DUE DATES** - If the date on which taxes are due falls on a holiday or Saturday, taxes may be paid without penalty or interest on or before 5 pm of the next business day in accordance with MCA 1-1-307.

**PAYMENT PROCESSING** - Please allow at least 2 weeks for mailed payments to be processed.

**PAYING UNDER PROTEST** - Payments under protest must be in writing and comply with the provisions of state law. These laws can be found in MCA 15-1-402 and 15-1-406. Protest forms are available upon request at the Treasurer's Office or online.

**PROPERTY VALUATION** - Property valuation staff may be visiting your property to conduct an on-site review for property tax purposes. You or your agent may want to be present. If you wish to make an appointment, contact your local Department of Revenue at (406)758-5700.

**RETURNED CHECK FEE** - A \$25 fee is charged on all returned checks and payment may be cancelled. Each account is then subject to applicable interest, penalty, costs and seizure by sheriff.

**TAX BILL TIME TABLE** - The 1st installment is due by 5:00 p.m. November 30th, and the 2nd installment is due no later than 5:00 p.m. on May 31st.

**FOR SECURITY PURPOSES** - International access to our website is restricted to the United States and Canada

**INQUIRIES:**

Address Changes - Plat Room - plat@flathead.mt.gov  
Ownership Changes - Clerk and Recorder - (406) 758-5526  
Property Assessment/Appraisal - (406) 758-5700  
Exemptions - Department of Revenue - (406) 758-5700  
School Taxes - Superintendent of Schools - (406) 758-5720  
County Landfill - (406) 758-5910  
BF or LK Solid Waste Fee - (406) 758-5910

**TV DISTRICTS:**

Blacktail TV - (406) 249-3251  
Swan Hill TV - (406) 314-8226

**FIRE DISTRICTS:**

Badrock Rural Fire - (406) 892-3145  
Bigfork Fire - (406) 837-4590  
Big Mountain Fire - (406) 862-3748  
Blankenship Rural Fire - (406) 387-4349  
Columbia Falls Rural Fire - (406) 892-3911  
Coram/West Glacier Fire - (406) 387-4298  
Office of Emergency Services (406)758-5560  
Creston Fire - (406) 250-7396  
Evergreen Fire - (406) 752-4636  
Ferndale Fire - (406) 837-6900  
Hungry Horse Fire - (406) 387-9111  
Marion Fire - (406) 854-2828  
Martin City Rural Fire - (406) 890-0652  
Olney Rural Fire - (406) 881-2220  
Smith Valley Fire - (406) 752-3548  
Somers Fire - (406) 250-8225  
South Kalispell Fire - (406) 257-2282  
West Valley Fire - (406) 756-9878  
Whitefish Fire Service Area (406) 863-2483

**WATER AND SEWER DISTRICTS:**

Big Mountain Sewer - (406) 249-5669  
Bigfork Water & Sewer - (406) 837-4566  
Coram Water & Sewer - (406) 852-7352  
Evergreen Water & Sewer - (406) 257-5861  
Happy Valley Water & Sewer - (406) 730-1031  
Hungry Horse Water & Sewer - (406) 387-5694  
Lakeside County Water & Sewer - (406) 844-3881  
Martin City County Water & Sewer - (406) 387-4360  
Ranch County Water & Sewer - (406) 837-5461  
Somers County Water & Sewer - (406) 857-2580  
Whitefish County Water Dist - (406) 863-4820

Kalispell - (406)758-7700  
Columbia Falls - (406)892-4391  
Whitefish - (406) 863-2400

State Forester - Department of State Lands - (406) 751-2240

-----  
*Please fold on perforation BEFORE tearing*

**Payments made after 5:00 pm on the due date must include penalty & interest. Call (406)758-5680 for correct amount.**  
Both installments can be paid together, but must be paid by the first installment due date to avoid late charges.

**Mail payment to:**  
ADELE KRANTZ  
FLATHEAD COUNTY TREASURER  
290 A North Main St.  
Kalispell, MT 59901

**Bring payment to:**  
FLATHEAD COUNTY NORTH COMPLEX  
PROPERTY TAX DEPARTMENT  
290 A North Main St.  
Kalispell, MT 59901

**\*Pay online by e-check (currently no fee)**  
**\*Pay online by credit/debit card (3%fee)**  
flatheadcounty.gov  
\*United States and Canada only  
**Phone - (406) 758-5680**

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*Please fold on perforation BEFORE tearing*

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flatheadcounty.gov  
\*United States and Canada only  
**Phone - (406) 758-5680**

①



Paula Robinson, Flathead County MT by ME

201200020163  
Page: 1 of 3  
Fees: \$21.00  
8/31/2012 4:11 PM

0977313 0012348

**AND WHEN RECORDED MAIL TO:**

Christopher Raan  
PO Box 3013  
Columbia Falls MT 59912

Filed for Record at Request of:  
First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 432925-CT  
Parcel No.: 0977313

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That Whitefish Credit Union , a  
\_\_\_\_\_, whose address is Box 37, Whitefish, MT 59937

For the consideration of Ten and NO/100 dollars, and other valuable consideration, as GRANTOR herein,  
does hereby grant to:

Christopher Raan and Tanella Raan  
PO Box 3013  
whose address is: ~~100 and 158 Lynnewood Drive~~, Columbia Falls, MT 59912

as GRANTEE, as joint tenants (and not as tenants in common) and to the survivor of said named joint  
tenants, and to the heirs and assigns of such survivor, the following described premises, in  
Flathead County, Montana, to-wit:

A TRACT OF LAND SITUATED, LYING AND BEING IN THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M.,  
FLATHEAD COUNTY, MONTANA, ALSO KNOWN AS:

TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY NO. 17861

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions,  
rights of way and easements of record,

And, in accordance with, and as limited to, those warranties set forth at §70-20-304 (a) and (b),  
MCA, the Grantor does warrant the title to Grantee, its successors and assigns, subject to the matters  
above set forth, against any person whomsoever lawfully claiming or to claim by, through or under  
said Grantor the above described property, and no further.

APPROVED 9/31/12 PR

IN WITNESS WHEREOF, the Grantor has caused its name to be signed by the undersigned officers thereunto duly authorized, on August 30 2012



201200020163  
Page: 2 of 3  
Fees: \$21.00  
8/31/2012 4:11 PM





After Recording Return To:  
AMERISAVE MORTGAGE CORPORATION  
1200 ALTMORE AVE, BUILDING 2, SUITE 300  
SANDY SPRINGS, GEORGIA 30342  
Loan Number: 21134723

[Space Above This Line For Recording Data]

0977313, 0012348 mw  
★  
★

FHA Case No: 311-2619112-703

## DEED OF TRUST

### Trust Indenture Under the Small Tract Financing Act of Montana

MIN: 100277210211347231

MERS Phone: 888-679-6377

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 15, 18, 23 and 24. Certain rules regarding the usage of words used in this document are also provided in Section 16.

#### Parties

(A) "Borrower" is Christopher Raan and Tanella Raan, as joint tenants and to the survivor of said named joint tenants

currently residing at 100 & 158 LYNNEWOOD DR, COLUMBIA FALLS, MONTANA 59912

Borrower is the trustor under this Security Instrument.

(B) "Lender" is AMERISAVE MORTGAGE CORPORATION

Lender is a GEORGIA CORPORATION organized and existing under the laws of GEORGIA. Lender's address is 1200 ALTMORE AVE, BUILDING 2, SUITE 300, SANDY SPRINGS, GEORGIA 30342

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is 20/20 Title, LLC

Trustee's address is 333 Technology Drive, Suite 112, Canonsburg, Pennsylvania 15317

The term "Trustee" includes any substitute/successor Trustee.

(D) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

#### Documents

(E) "Note" means the promissory note dated October 26, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender TWO HUNDRED ELEVEN THOUSAND SIX HUNDRED FORTY AND 00/100 Dollars (U.S. \$ 211,640.00) plus interest.

Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than November 1, 2053. This Security Instrument secures 150% of the amount of the Note.



(F) **"Riders"** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- MERS Rider
- Other(s) [specify]: Manufactured Home Rider, Affixation Affidavit

(G) **"Security Instrument"** means this document, which is dated October 26, 2023, together with all Riders to this document.

**Additional Definitions**

(H) **"Applicable Law"** means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(J) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 11(e).

(K) **"Electronic Fund Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) **"Electronic Signature"** means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) **"Escrow Items"** means: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums.

(O) **"Loan"** means the debt obligation evidenced by the Note, plus interest, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(P) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(R) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(S) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(T) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(U) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(V) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument,



"RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(Y) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(Z) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of FLATHEAD COUNTY :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of 100 & 158 LYNNEWOOD DR

[Street]  
COLUMBIA FALLS, Montana 59912 ("Property Address");  
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Montana state requirements to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower will pay each Periodic Payment when due. Borrower will also pay late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.



Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Acceptance and Application of Payments or Proceeds.**

**(a) Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

**(b) Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

**(c) Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

**(d) No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.**

**(a) Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

**(b) Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 15; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

**(c) Amount of Funds; Application of Funds.** Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

**(d) Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

**5. Property Insurance.**

**(a) Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

**(b) Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(c) Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

**(d) Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.



If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

**(e) Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless: (1) Lender otherwise agrees in writing, which consent will not be unreasonably withheld; (2) Lender determines that this requirements shall cause undue hardship for the Borrower; or (3) extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

**(a) Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.



(b) **Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) **Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) **Leasehold Terms.** If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

**10. Assignment of Rents.**

(a) **Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) **Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) **Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) **Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) **No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) **Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) **Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

**11. Assignment and Application of Miscellaneous Proceeds; Forfeiture.**

(a) **Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) **Application of Miscellaneous Proceeds upon Damage to Property.** If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether



Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

**(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

**(d) Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

**(e) Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

**12. Borrower Not Released; Forbearance by Lender Not a Waiver.** Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

**13. Joint and Several Liability; Signatories; Successors and Assigns Bound.** Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.



**14. Loan Charges.**

(a) **Flood Determination Fees.** Lender may require Borrower to pay either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) **Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) **Savings Clause.** If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment. To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices; Borrower's Physical Address.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) **Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 15(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 15(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) **Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) **Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) **Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) **Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument is governed by federal law and the law of the State of Montana. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible,

will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

**17. Borrower's Copy.** One Borrower will be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** For purposes of this Section 18 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

**19. Borrower's Right to Reinstatement of the Loan after Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. This right to reinstate will not apply in the case of acceleration under Section 18.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (a) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (c) pay all the expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (d) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aa) cash; (bb) money order; (cc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (dd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

**20. Sale of Note.** The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

**21. Loan Servicer.** Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

**22. Notice of Grievance.** Until Borrower or Lender has notified the other party (in accordance with Section 15) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 22. The notice of Default given to Borrower

pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 18 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 22.

**23. Hazardous Substances.**

(a) **Definitions.** As used in this Section 23: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) **Restrictions on Use of Hazardous Substances.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

**24. Electronic Note Signed with Borrower's Electronic Signature.** If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

**25. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**26. Acceleration; Remedies.**

(a) **Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 18 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) **Notice of Sale; Sale of Property.** If Lender invokes the power of sale, Lender will give written notice to Trustee of the occurrence of an event of Default and of Lender's election to cause the Property to be sold. Lender or Trustee will record a notice of sale in each county in which any part of the Property is located, and Trustee will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. At a time permitted, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will sell the

Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

**(d) Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it or to the clerk or recorder of the county in which the sale took place.

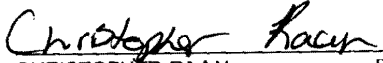
**27. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons will pay any recordation costs associated with such release. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

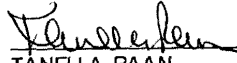
**28. Substitute Trustee.** Lender may, from time to time, by itself or through the Loan Servicer, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

**29. Area of Property.** The area of the Property is not more than 40 acres.

**30. Waiver of Homestead Exemption Rights.** In conformance with the provisions of §70-32-202, M.C.A., this transaction involving a mortgage upon real property for purposes of securing a debt on premises, as subject hereto, and signed and acknowledged by the husband and wife, or by an unmarried person, the undersigned grantors have by separate written waiver, which waiver is incorporated into this Security Instrument by this reference, waived, renounced, and abandoned for themselves and their family, any and all homestead exemption rights or other exemption law now or subsequently enforced within the State of Montana, or any other state or territory where judgment may be entered by virtue of this agreement, or in the event of a sale pursuant to the provisions of the Montana Small Tract Financing Act.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

 (Seal)  
CHRISTOPHER RAAN -Borrower

 (Seal)  
TANELLA RAAN -Borrower

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

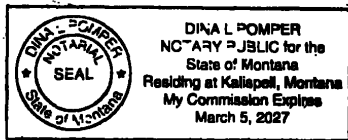
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State of MONTANA

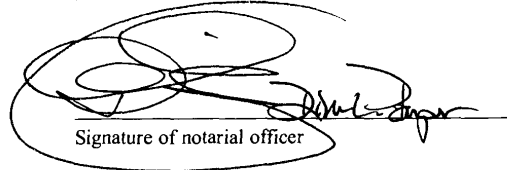
County of FLATHEAD COUNTY

This record was acknowledged before me on October 26, 2023  
(date)

by CHRISTOPHER RAAN AND TANELLA RAAN



(Official Stamp)

  
Signature of notarial officer

Notary Public  
Title

My commission expires: 3/5/2027

Loan Originator: Kyle Ilyssa Lancaster, NMLSR ID 1940114  
Loan Originator Organization: AmeriSave Mortgage Corporation, NMLSR ID 1168

MIN: 100277210211347231

Loan Number: 21134723

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER  
(MERS Rider)**

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 26th day of October, 2023, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to AMERISAVE MORTGAGE CORPORATION, A GEORGIA CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

100 & 158 LYNNEWOOD DR, COLUMBIA FALLS, MONTANA 59912

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

**A. LANGUAGE PRECEDING UNIFORM COVENANTS**

1. The definition of the term "MERS", which appears before the Transfer of Rights in the Property section of the Security Instrument is amended as follows:

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Security Instrument is further amended to add the following definition immediately after the paragraph defining the term "MERS", which appears before the Transfer of Rights in the Property section of said Security Instrument:

"Nominee" means one designated to act for another as its representative for a limited purpose.

**B. TRANSFER OF RIGHTS IN THE PROPERTY**

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, with interest, and all renewals, extensions and modifications of the Note; (ii) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (iii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of FLATHEAD COUNTY :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of 100 & 158 LYNNEWOOD DR

[Street]

COLUMBIA FALLS MT 59912 ("Property Address"):  
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by applicable law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

**C. NOTICES**

Section 14 of the Security Instrument is amended to read as follows:

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice

address if sent by other means, unless applicable law requires use of another method. Notice to any one Borrower shall constitute notice to all Borrowers unless applicable law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Security Instrument.

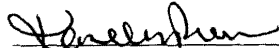
**D. SUBSTITUTE TRUSTEE**

Section 24 of the Security Instrument is amended to read as follows:

**24. Substitute Trustee.** In accordance with applicable law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.

 (Seal)  
CHRISTOPHER RAAN -Borrower

 (Seal)  
TANELLA RAAN -Borrower

MIN: 100277210211347231

Loan Number: 21134723

## MANUFACTURED HOME RIDER TO MORTGAGE, DEED OF TRUST OR OTHER SECURITY INSTRUMENT

THIS MANUFACTURED HOME RIDER is made this 26th day of October, 2023, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned (the "Borrower(s)") to secure Borrower's Promissory Note (or Manufactured Home Retail Installment Contract) to AMERISAVE MORTGAGE CORPORATION, A GEORGIA CORPORATION (the "Note Holder") of the same date hereof (the "Note"), and relating to the property described in the Security Instrument and located at:

100 & 158 LYNNEWOOD DR, COLUMBIA FALLS, MONTANA 59912

The following provisions are applicable to the Security Instrument, including those marked and completed (where applicable):

1.  **DESCRIPTION OF REAL PROPERTY.** The description of the real property set forth in the Security Instrument is amended by the addition of the following:

"Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as hereinbelow described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home"):

Make: Badger Built Homes Inc      Model: LL285247      Serial Number: 18-L-00389XU

Year Built: 1998      Length and Width: '48'ft x '27'ft (L x W)

No Certificate of Title has been issued     Certificate of Title No. 2020-23014795

2.  **MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY.** The Note is also secured by a security interest in favor of Note Holder in the following described manufactured home ("Manufactured Home"), which is located on the real property described in the Security Instrument:

Make:      Model:      Serial Number:

Year Built:      Length and Width:

No Certificate of Title has been issued     Certificate of Title No.

**3. ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME.**

If Paragraph 1 has been marked and completed, Borrower(s) agree(s) to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenant(s) that affixing the Manufactured Home to the real property described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

If Paragraph 2 has been marked and completed, Borrower(s) agree(s) and covenant(s) that the Manufactured Home is and shall remain personal property, severable and separate from the real property described in the Security Instrument, and agree(s) and covenant(s) not to take any action, or fail to take any action, which would result in a change in such status.

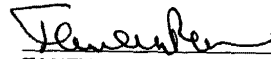
**4. SECURITY AGREEMENT AND FINANCING STATEMENT.** This Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under any personal property ("Personal Property") which under and within the meaning of the applicable State laws is and cannot be classified and considered real property, if any. Personal Property shall also include the Manufactured Home described in Paragraph 2 hereof, if applicable. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of the court or pursuant to a power of sale, all of the Property and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by the applicable state laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower(s) shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale or collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower(s) to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

**5. RESPONSIBILITY FOR IMPROVEMENTS.** Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

6. **INVALID PROVISIONS.** If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

 (Seal)  
CHRISTOPHER RAAN -Borrower

 (Seal)  
TANELLA RAAN -Borrower

AMERISAVE MORTGAGE CORPORATION, 1200  
ALTMORE AVE, BUILDING 2, SUITE 300, SANDY  
SPRINGS, GEORGIA 30342

Loan Number: 21134723  
(To be recorded with Security Instrument)

**AFFIXATION AFFIDAVIT REGARDING MANUFACTURED  
(AND FACTORY BUILT) HOME**

The State of MONTANA )

County of FLATHEAD COUNTY )

Before me, the undersigned authority, on this day personally appeared CHRISTOPHER RAAN,  
TANELLA RAAN

(Borrower(s)) and AMERISAVE MORTGAGE CORPORATION

known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly  
sworn, did each on his/or her oath state as follows:

**DESCRIPTION OF MANUFACTURED HOME**

USED                      1998                      Badger Built Homes Inc  
New/Used                      Year                      Manufacturer's Name  
LL285247                      18-L-00389XU                      '48'ft x '27'ft (L x W)  
Model Name or Model No.                      Manufacturer's Serial No.                      Length x Width  
NTA757721/NTA757722                      2020-23014795  
HUD Label Number(s):                      Certificate of Title Number:

**MANUFACTURED HOME LOCATION**

100 & 158 LYNNEWOOD DR                      FLATHEAD COUNTY  
Street                      County  
COLUMBIA FALLS                      MONTANA                      59912  
City                      State                      Zip Code

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. Borrower(s) acknowledges his or her intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The Manufactured home will be assessed and taxed as an improvement the real property. I/We understand that if Lender does not escrow for these taxes, that I/we will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc. and the formaldehyde health notice.

Christopher Raan 10/26/2023 Tanelle Raan 10/26/2023  
Borrower CHRISTOPHER RAAN Date Borrower TANELLA RAAN Date

In Witness Whereof, Borrower(s) and Lender has executed this Affidavit in my presence and in the presence of undersigned witnesses on this 26<sup>th</sup> day of October, 2023

Kenzie Kaneen  
Witness Kenzie Kaneen

[Signature]  
Witness [Signature]

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

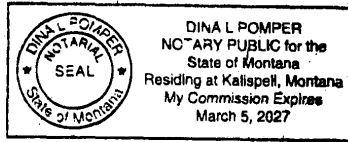
STATE OF MONTANA

COUNTY OF FLATHEAD COUNTY

The foregoing instrument was acknowledged before me this 26th day of October, 2023,

by CHRISTOPHER RAAN AND TANELLA RAAN

who is personally known to me or who provided Drivers License as identification.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
*[Handwritten Signature]*  
\_\_\_\_\_  
Print Name

My Commission Expires: 3/5/2027



**EXHIBIT A**  
Legal Description

The land hereinafter referred to is situated in the City of Columbia Falls, County of Flathead, State of MT, and is described as follows:

A tract of land situated, lying and being in the Southwest Quarter of the Northeast Quarter of Section 28, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana, also known as:

Tracts 1 and 2 of Certificate of Survey No. 17861

Less and except

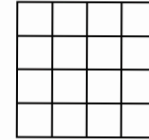
Parcel No. 133 on Montana Department of Transportation Project HSIP 206-1(9)1, as shown on the Right-of-Way plan for said project recorded in the office of the County Clerk and Recorder of Flathead County, Montana. Said parcel is also described as a tract of land within Parcel 2 of Certificate of Survey No. 17861 located in the SW1/4NE1/4 of Section 28, Township 30 North, Range 20 West, P.M.,M., Flathead County, Montana, as shown by the shaded area on the plat, consisting of 1 sheet attached hereto and made a part hereof, containing an area of 0.08 acre, more or less.

Being all that certain property conveyed from Whitefish Credit Union to Christopher Raan and Tanella Raan, as joint tenants (and not as tenants in common) and to the survivor of said named joint tenants by the deed dated August 30, 2012 and recorded August 31, 2012 as Instrument No. 201200020163 of official records.

APN: 07-4186-28-1-03-02-0000/Tax ID: 0977313  
APN: 07-4186-28-1-03-06-0000

# 28 30 20

SCALE 1" = 400'



THIS MAP IS PREPARED ONLY FOR THE ADMINISTRATIVE USE OF FLATHEAD COUNTY AND IS NOT NECESSARILY AN ACCURATE REPRESENTATION OF THE LOCATION OR EXISTENCE OF TRACTS OF RECORD, THEIR BOUNDARIES OR EASEMENTS AND ROADWAYS.

**SURVEYS OF RECORD**

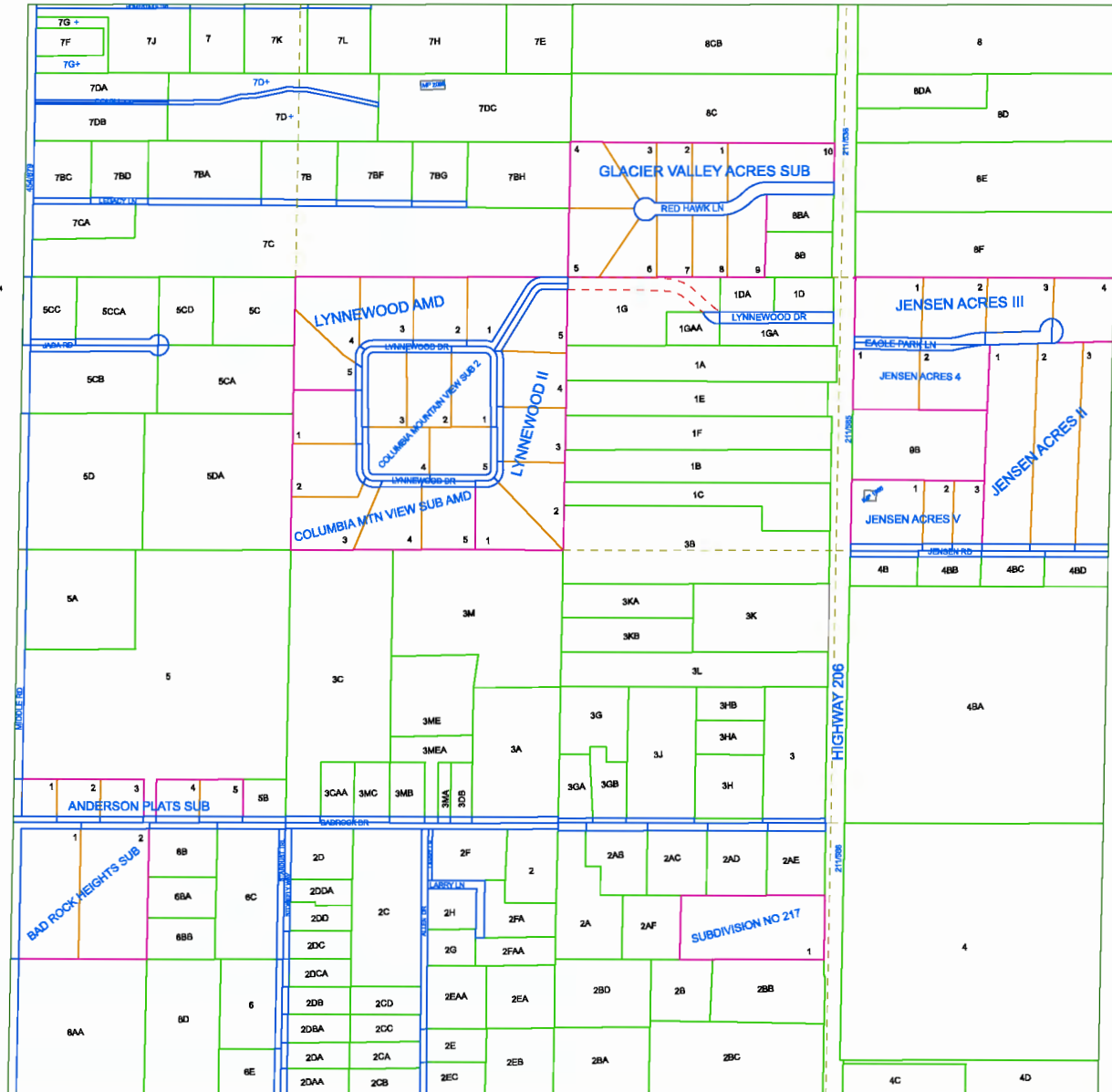
- 47875- 1D
- 48079- 2E
- 48358- 2F
- 48375- 2D
- 48375- 3K, 3E, 3F, 3J
- 48840- 1E
- 50165- 1B
- 50728- 3K
- 50728- 1F
- 51505- 4C
- 51505- 3D, 3DA, 3DB
- 51505- 4B
- 51505- 4D
- 52143- 1F
- 52143- 2I
- 52099- 3DA
- 52787- 3
- 52788- 1G
- 52789- 3D, 3M, 3DB, 3MA, 3MB, 3MC

**C.S.**

- 1078- 7F, 7G B/LA
- 1078- 7D, 7EA, 7E, 7D OCC BALE
- 132- 2B RTMT
- 2027- 7V OCC BALE
- 2027- 2DA MTJ
- 208- 7L, 7MA FT
- 218- 2DA OCC BALE
- 305- 2E, 2 OCC BALE
- 408- 3D, 3DD, 3DC, 3DB OCC BALE
- 441- 2E, 2DA OCC BALE
- 472- 2A, 2BA, 2MA, 2D, 2DB OCC BALE, FT
- 515- 2DA, 2MA OCC BALE
- 538- 2, 2F FT
- 562- 3D, 3DD OCC BALE
- 562- 2EA, 2MA OCC BALE
- 574- 2E, 2DB FT
- 574- 3DC, 2DCA OCC BALE
- 574- 2DB, 2DBA OCC BALE
- 611- 2, 2B, 2H OCC BALE/FT
- 611- 2GA, 2GB OCC BALE/FT
- 652- 2DB OCC BALE
- 672- 3C, 3CC, 3DD OCC BALE/FT
- 674- 2DA OCC BALE
- 674- 2DA OCC BALE
- 682- 2ES OCC BALE
- 691- 2A RTMT
- 641- 2A, 2AA OCC BALE
- 647- 7B, 7C B/LA
- 648- 7D, 7DA FT
- 651- 1D, 1DA, 1D RTMT
- 651- 4B, 4 OCC BALE
- 667- 2L, 2GA, 2BA
- 677- 3C, 3M B/LA
- 682- 4, 4C FT
- 1067- 8B OCC BALE
- 1041- 3CB, 3CA FT
- 1041- 8C OCC BALE
- 1127- 2 B/LA
- 1182- 1D, 1B B/LA
- 1241- 8 B/LA
- 1242- 8 FT
- 1272- 4B, 4BA FT
- 1292- 1, 1C, 1D FT
- 1372- 4, 4C B/LA
- 1381- 3M, 3ME FT
- 1387- 7D, 7DA, 7DB, 7DC FT
- 1482- 7B, 7BA, 7BC, 7BD, 7BE, 7BF, 7BH FT
- 1474- 4B, 4BB, 4BC, 4BD CRT ORD
- 1512- 1D, 1DA B/LA
- 1517- 7, 7A, 7B, 7C FT
- 1542- 8D RTMT
- 1566- 1, 1H FT
- 1574- 1 FT
- 1624- 1, 1A B/LA
- 1624- 2A, 2AB, 2AC, 2AD, 2AE FT
- 1624- 3A, 3AF FT
- 1677- 1B, 1BA, 1BB FT
- 1624- 8CD FT
- 1624- 3ME FT
- 1677- 2B, 2BA, 2BB, 2BC FT
- 1642- 2B, 2BA B/LA
- 1706- 2F, 2FA FT
- 1724- 2FA, 2FBA FT
- 1742- 2FB, 2FBA B/LA
- 1774- 1GA, 1GAA FT
- 1781- 1GA, 1GAA B/LA
- 1817- 2E, 2ED FT
- 1817- 2GA, 2GB, 2FT, B/LA
- 1842- 3K, 3KA, 3KB FT
- 1862- 1, 1D, 1E FT
- 1893- 7E B/LA
- 1914- 3D, 3DA, 3DB B/LA
- 1917- 1, 1C, 1D, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 1L, 1M, 1N, 1O, 1P, 1Q, 1R, 1S, 1T, 1U, 1V, 1W, 1X, 1Y, 1Z, 1AA, 1AB, 1AC, 1AD, 1AE, 1AF, 1AG, 1AH, 1AI, 1AJ, 1AK, 1AL, 1AM, 1AN, 1AO, 1AP, 1AQ, 1AR, 1AS, 1AT, 1AU, 1AV, 1AW, 1AX, 1AY, 1AZ, 1BA, 1BB, 1BC, 1BD, 1BE, 1BF, 1BG, 1BH, 1BI, 1BJ, 1BK, 1BL, 1BM, 1BN, 1BO, 1BP, 1BQ, 1BR, 1BS, 1BT, 1BU, 1BV, 1BW, 1BX, 1BY, 1BZ, 1CA, 1CB, 1CC, 1CD, 1CE, 1CF, 1CG, 1CH, 1CI, 1CJ, 1CK, 1CL, 1CM, 1CN, 1CO, 1CP, 1CQ, 1CR, 1CS, 1CT, 1CU, 1CV, 1CW, 1CX, 1CY, 1CZ, 1DA, 1DB, 1DC, 1DD, 1DE, 1DF, 1DG, 1DH, 1DI, 1DJ, 1DK, 1DL, 1DM, 1DN, 1DO, 1DP, 1DQ, 1DR, 1DS, 1DT, 1DU, 1DV, 1DW, 1DX, 1DY, 1DZ, 1EA, 1EB, 1EC, 1ED, 1EE, 1EF, 1EG, 1EH, 1EI, 1EJ, 1EK, 1EL, 1EM, 1EN, 1EO, 1EP, 1EQ, 1ER, 1ES, 1ET, 1EU, 1EV, 1EW, 1EX, 1EY, 1EZ, 1FA, 1FB, 1FC, 1FD, 1FE, 1FF, 1FG, 1FH, 1FI, 1FJ, 1FK, 1FL, 1FM, 1FN, 1FO, 1FP, 1FQ, 1FR, 1FS, 1FT, 1FU, 1FV, 1FW, 1FX, 1FY, 1FZ, 1GA, 1GB, 1GC, 1GD, 1GE, 1GF, 1GG, 1GH, 1GI, 1GJ, 1GK, 1GL, 1GM, 1GN, 1GO, 1GP, 1GQ, 1GR, 1GS, 1GT, 1GU, 1GV, 1GW, 1GX, 1GY, 1GZ, 1HA, 1HB, 1HC, 1HD, 1HE, 1HF, 1HG, 1HH, 1HI, 1HJ, 1HK, 1HL, 1HM, 1HN, 1HO, 1HP, 1HQ, 1HR, 1HS, 1HT, 1HU, 1HV, 1HW, 1HX, 1HY, 1HZ, 1IA, 1IB, 1IC, 1ID, 1IE, 1IF, 1IG, 1IH, 1II, 1IJ, 1IK, 1IL, 1IM, 1IN, 1IO, 1IP, 1IQ, 1IR, 1IS, 1IT, 1IU, 1IV, 1IW, 1IX, 1IY, 1IZ, 1JA, 1JB, 1JC, 1JD, 1JE, 1JF, 1JG, 1JH, 1JI, 1JJ, 1JK, 1JL, 1JM, 1JN, 1JO, 1JP, 1JQ, 1JR, 1JS, 1JT, 1JU, 1JV, 1JW, 1JX, 1JY, 1JZ, 1KA, 1KB, 1KC, 1KD, 1KE, 1KF, 1KG, 1KH, 1KI, 1KJ, 1KK, 1KL, 1KM, 1KN, 1KO, 1KP, 1KQ, 1KR, 1KS, 1KT, 1KU, 1KV, 1KW, 1KX, 1KY, 1KZ, 1LA, 1LB, 1LC, 1LD, 1LE, 1LF, 1LG, 1LH, 1LI, 1LJ, 1LK, 1LL, 1LM, 1LN, 1LO, 1LP, 1LQ, 1LR, 1LS, 1LT, 1LU, 1LV, 1LW, 1LX, 1LY, 1LZ, 1MA, 1MB, 1MC, 1MD, 1ME, 1MF, 1MG, 1MH, 1MI, 1MJ, 1MK, 1ML, 1MN, 1MO, 1MP, 1MQ, 1MR, 1MS, 1MT, 1MU, 1MV, 1MW, 1MX, 1MY, 1MZ, 1NA, 1NB, 1NC, 1ND, 1NE, 1NF, 1NG, 1NH, 1NI, 1NJ, 1NK, 1NL, 1NM, 1NO, 1NP, 1NQ, 1NR, 1NS, 1NT, 1NU, 1NV, 1NW, 1NX, 1NY, 1NZ, 1OA, 1OB, 1OC, 1OD, 1OE, 1OF, 1OG, 1OH, 1OI, 1OJ, 1OK, 1OL, 1OM, 1ON, 1OO, 1OP, 1OQ, 1OR, 1OS, 1OT, 1OU, 1OV, 1OW, 1OX, 1OY, 1OZ, 1PA, 1PB, 1PC, 1PD, 1PE, 1PF, 1PG, 1PH, 1PI, 1PJ, 1PK, 1PL, 1PM, 1PN, 1PO, 1PP, 1PQ, 1PR, 1PS, 1PT, 1PU, 1PV, 1PW, 1PX, 1PY, 1PZ, 1QA, 1QB, 1QC, 1QD, 1QE, 1QF, 1QG, 1QH, 1QI, 1QJ, 1QK, 1QL, 1QM, 1QN, 1QO, 1QP, 1QQ, 1QR, 1QS, 1QT, 1QU, 1QV, 1QW, 1QX, 1QY, 1QZ, 1RA, 1RB, 1RC, 1RD, 1RE, 1RF, 1RG, 1RH, 1RI, 1RJ, 1RK, 1RL, 1RM, 1RN, 1RO, 1RP, 1RQ, 1RR, 1RS, 1RT, 1RU, 1RV, 1RW, 1RX, 1RY, 1RZ, 1SA, 1SB, 1SC, 1SD, 1SE, 1SF, 1SG, 1SH, 1SI, 1SJ, 1SK, 1SL, 1SM, 1SN, 1SO, 1SP, 1SQ, 1SR, 1SS, 1ST, 1SU, 1SV, 1SW, 1SX, 1SY, 1SZ, 1TA, 1TB, 1TC, 1TD, 1TE, 1TF, 1TG, 1TH, 1TI, 1TJ, 1TK, 1TL, 1TM, 1TN, 1TO, 1TP, 1TQ, 1TR, 1TS, 1TT, 1TU, 1TV, 1TW, 1TX, 1TY, 1TZ, 1UA, 1UB, 1UC, 1UD, 1UE, 1UF, 1UG, 1UH, 1UI, 1UJ, 1UK, 1UL, 1UM, 1UN, 1UO, 1UP, 1UQ, 1UR, 1US, 1UT, 1UU, 1UV, 1UW, 1UX, 1UY, 1UZ, 1VA, 1VB, 1VC, 1VD, 1VE, 1VF, 1VG, 1VH, 1VI, 1VJ, 1VK, 1VL, 1VM, 1VN, 1VO, 1VP, 1VQ, 1VR, 1VS, 1VT, 1VU, 1VV, 1VW, 1VX, 1VY, 1VZ, 1WA, 1WB, 1WC, 1WD, 1WE, 1WF, 1WG, 1WH, 1WI, 1WJ, 1WK, 1WL, 1WM, 1WN, 1WO, 1WP, 1WQ, 1WR, 1WS, 1WT, 1WU, 1WV, 1WW, 1WX, 1WY, 1WZ, 1XA, 1XB, 1XC, 1XD, 1XE, 1XF, 1XG, 1XH, 1XI, 1XJ, 1XK, 1XL, 1XM, 1XN, 1XO, 1XP, 1XQ, 1XR, 1XS, 1XT, 1XU, 1XV, 1XW, 1XX, 1XY, 1XZ, 1YA, 1YB, 1YC, 1YD, 1YE, 1YF, 1YG, 1YH, 1YI, 1YJ, 1YK, 1YL, 1YM, 1YN, 1YO, 1YP, 1YQ, 1YR, 1YS, 1YT, 1YU, 1YV, 1YW, 1YX, 1YY, 1YZ, 1ZA, 1ZB, 1ZC, 1ZD, 1ZE, 1ZF, 1ZG, 1ZH, 1ZI, 1ZJ, 1ZK, 1ZL, 1ZM, 1ZN, 1ZO, 1ZP, 1ZQ, 1ZR, 1ZS, 1ZT, 1ZU, 1ZV, 1ZW, 1ZX, 1ZY, 1ZZ

**S.R.L.**

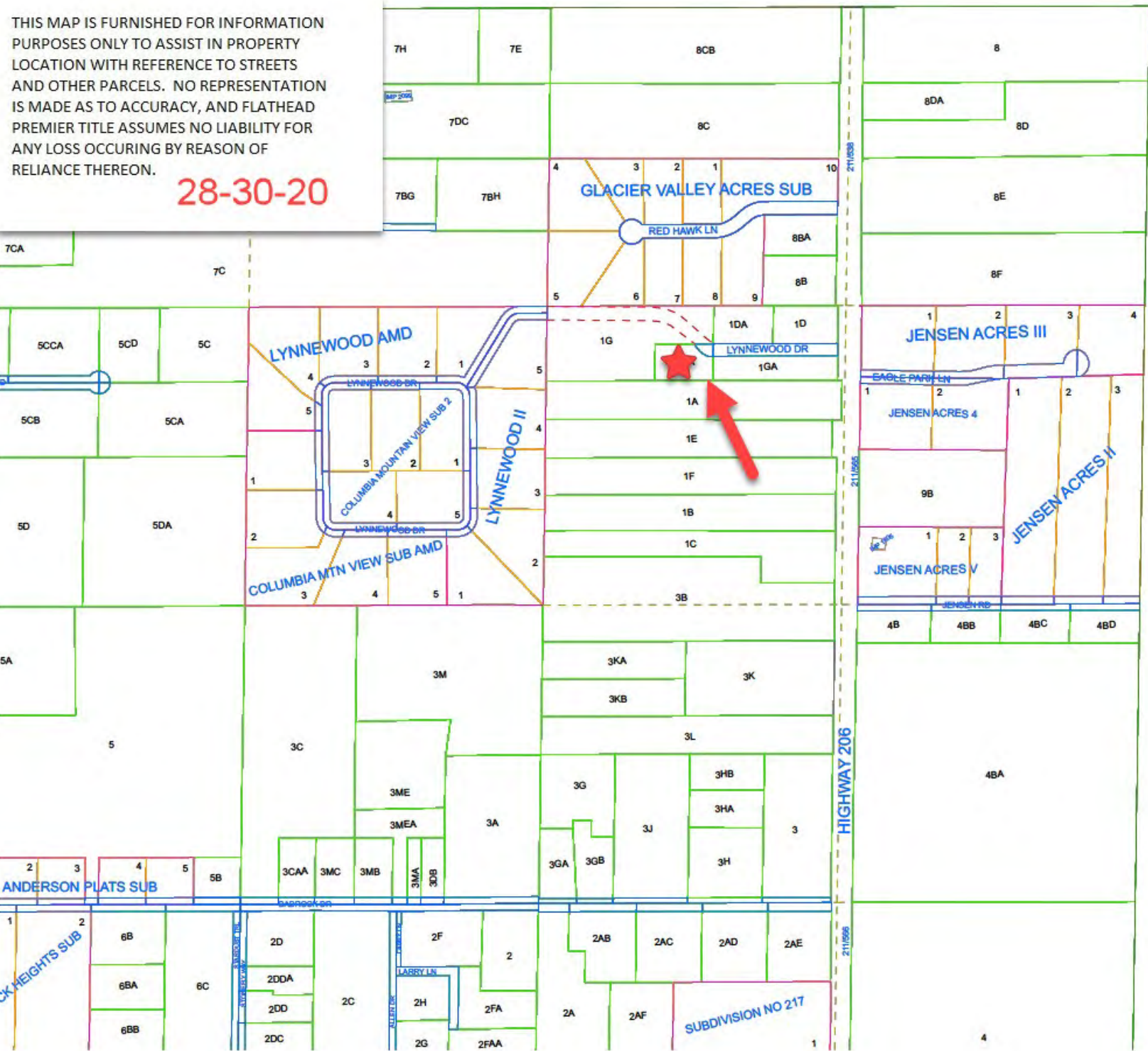
- 1132- GRANTVIEW SUB L15
- 1133- COLUMBIA VIEW SUB AMD L4



12/12/25

THIS MAP IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION WITH REFERENCE TO STREETS AND OTHER PARCELS. NO REPRESENTATION IS MADE AS TO ACCURACY, AND FLATHEAD PREMIER TITLE ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

28-30-20



OK WJ RY SW  
5/23/07

1GA-0977313

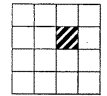
1GAA-0012348

By: **MONTANA MAPPING ASSOCIATES, Inc.**  
Surveying, Mapping and Geodetic Consulting  
1405 Hwy 2 West  
Kalispell, Mont. 59901  
Phone: (406) 752-3539

# CERTIFICATE OF SURVEY

SW 1/4 NE 1/4, SECTION 28, T. 30 N., R. 20 W.  
PRINCIPAL MERIDIAN, FLATHEAD COUNTY, MONTANA

PURPOSE: BOUNDARY LINE ADJUSTMENT



## OWNER'S CERTIFICATE

I hereby certify that the purpose of this division of land is to relocate the common boundary line between adjoining properties and no additional parcels are hereby created. Therefore, this division of land is exempt from review as a subdivision pursuant to section 76-3-207(1)(b) M.C.A. Surveyor has made an investigative or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

I also certify that Parcels 1 and 2 are exempt from sanitation review by the Department of Environmental Quality pursuant to ARM 17.36.605 (2) (b) as a parcel that has no existing facilities for water supply, wastewater disposal, or solid waste disposal other than those that were previously approved by the reviewing authority under Title 76, Chapter 4, part 1, M.C.A., or that were exempt from such review, if: (i) no new facilities will be constructed on the parcel; and (ii) the division of land will not cause approved facilities to violate any conditions of approval, and will not cause exempt facilities to violate any condition of exemption.

*Evelyn Kaye Pool*  
Evelyn Kaye Pool

State of MONTANA ss.  
County of Flathead

On this 21<sup>st</sup> day of May, 2007 before me the undersigned, a Notary Public for the State of Montana, personally appeared Evelyn Kaye Pool, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Peggy Mathiason  
Printed Name of Notary

Peggy Mathiason  
Notary Public for the State of Montana  
Residing at Kalispell

My commission expires on 12/12/2010

## LEGEND

- ⊕ SECTION CORNER
- ⊙ 1/4 SECTION CORNER
- ⊗ CENTER SECTION CORNER 2" PIPE
- ⊙ 1/16 SECTION CORNER
- FOUND AS NOTED
- SET 5/8" X 24" REBAR WITH CAP STAMPED BRECKENRIDGE #1706LS

## CERTIFICATE OF SURVEYOR

Darren R. Breckenridge 5/2/07  
REGISTRATION NUMBER #1706LS

APPROVED 5/1 2007  
Darren R. Breckenridge

EXAMINING LAND SURVEYOR REG. NO. 54085

STATE OF MONTANA ss.  
COUNTY OF FLATHEAD

FILED THIS 23 DAY OF May, 2007 A.D.  
AT 12:30 O'CLOCK P.M.

Paula Robinson  
CLERK AND RECORDER

BY: Meghan Hill  
INSTRUMENT RECORD NUMBER 200714314310

CERTIFICATE OF SURVEY NO. 17861

## LEGAL DESCRIPTIONS

### Parcel 1

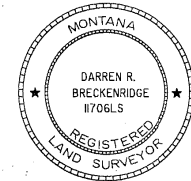
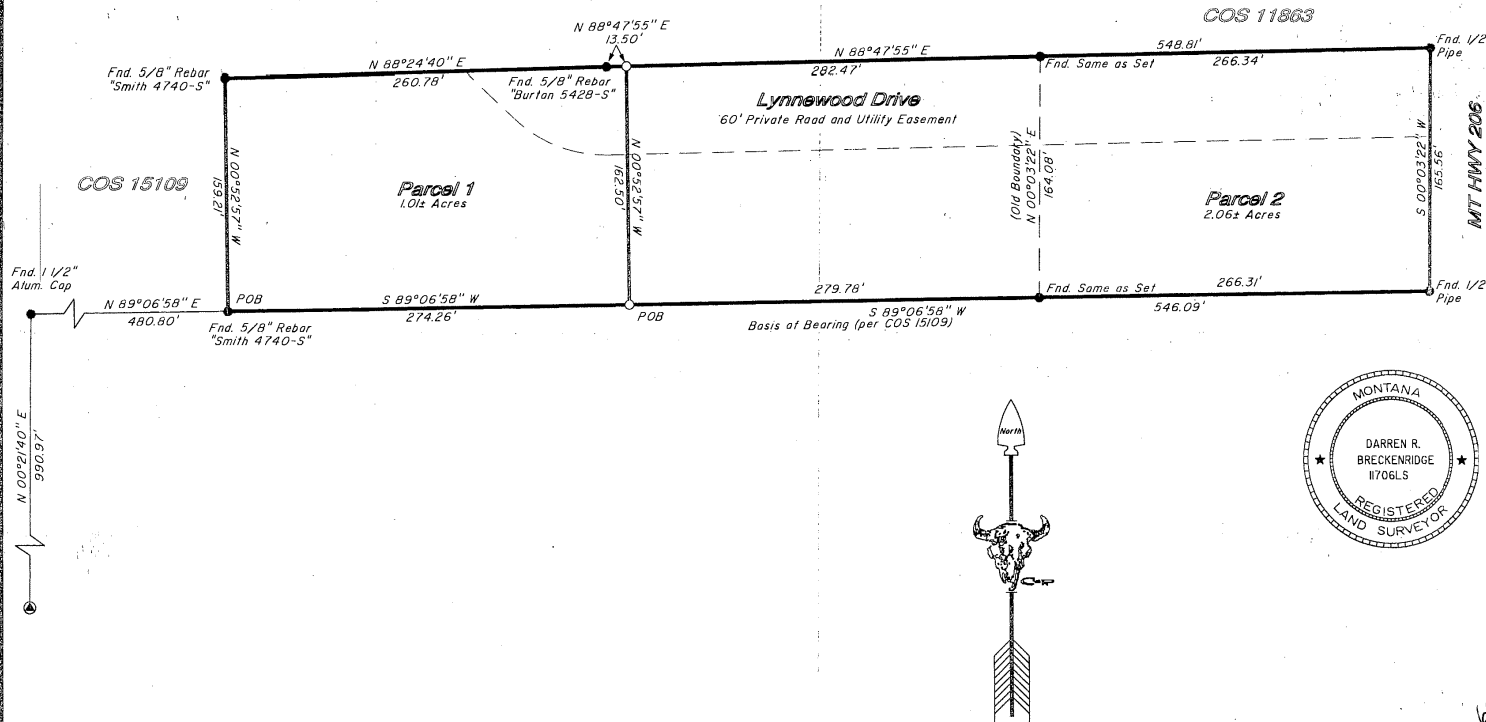
A tract of land situated, lying and being in the SW 1/4 of the NE 1/4 of Section 28, Township 30 North, Range 20 West, Principal Meridian, Flathead County, Montana, more particularly described as follows:

Commencing at the Center 1/4 Corner of Section 28 being a 2" pipe; thence N 00°21'40" E a distance of 990.97' to a 1/2" aluminum cap; thence N 89°06'58" E a distance of 480.80' to a 5/8" rebar being the TRUE POINT OF BEGINNING of the tract of land being described; thence N 00°52'57" W a distance of 159.21' to a 5/8" rebar; thence N 88°24'40" E a distance of 260.78' to a 5/8" rebar; thence N 88°47'55" E a distance of 13.50' to a 5/8" rebar; thence S 00°03'22" W a distance of 162.50' to a 5/8" rebar; thence S 89°06'58" W a distance of 274.26' to the Point of Beginning, Containing 1.01 acres more or less. Together with and subject to all appurtenant easements as shown and of record.

### Parcel 2

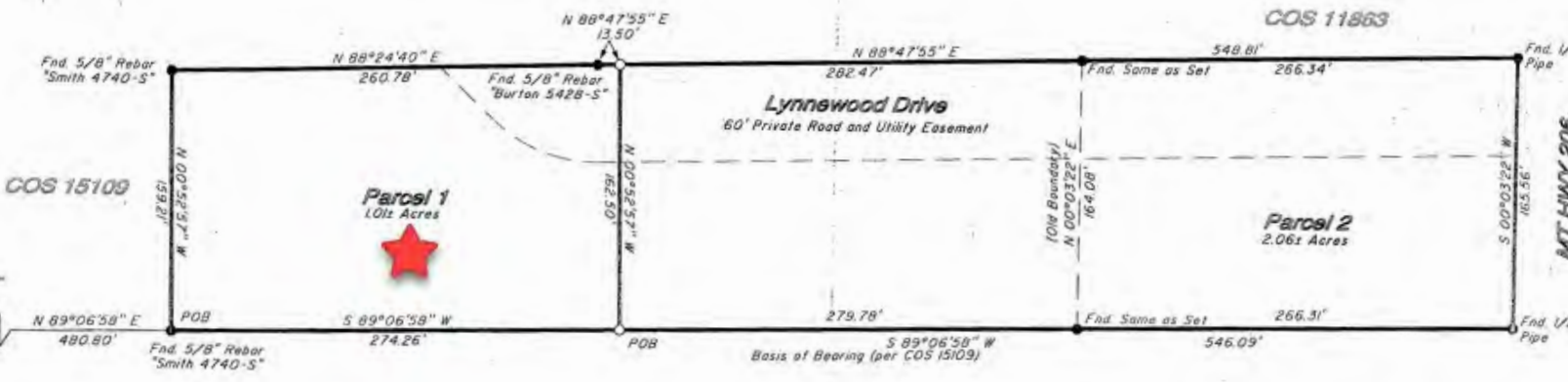
A tract of land situated, lying and being in the SW 1/4 of the NE 1/4 of Section 28, Township 30 North, Range 20 West, Principal Meridian, Flathead County, Montana, more particularly described as follows:

Commencing at the Center 1/4 Corner of Section 28 being a 2" pipe; thence N 00°21'40" E a distance of 990.97' to a 1/2" aluminum cap; thence N 89°06'58" E a distance of 755.06' to a 5/8" rebar being the TRUE POINT OF BEGINNING of the tract of land being described; thence N 00°52'57" W a distance of 162.50' to a 5/8" rebar; thence N 88°47'55" E a distance of 548.81' to a 5/8" rebar; thence S 00°03'22" W a distance of 165.56' to a 5/8" rebar; thence S 89°06'58" W a distance of 546.09' to the Point of Beginning, Containing 2.06 acres more or less. Together with and subject to all appurtenant easements as shown and of record.



For: Evelyn Kaye Pool  
Owner: Evelyn Kaye Pool  
Date: March, 2007

File Name: H:\SURVEYS\POOL\BLA.07\BLA.dwg



THIS MAP IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION WITH REFERENCE TO STREETS AND OTHER PARCELS. NO REPRESENTATION IS MADE AS TO ACCURACY, AND FLATHEAD PREMIER TITLE ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

28-30-20

