



**Fidelity National Title**



**CHICAGO TITLE**

**TWO TRUSTED COMPANIES. ONE UNIFIED TEAM**



**March 16, 2026**

**Prepared For:**

**Daniel & Rachel Woodworth**

**62 Silver Leaf Dr**

**07396628411010000**

**Built to ensure a successful real estate partnership with proven results.**

## **Fidelity National Title Branch Locations**

**BIGFORK:**

8000 MT HWY 35, Ste 3  
Bigfork, MT 59911  
406-837-8000

**COLUMBIA FALLS:**

734 9th Street West Unit 5  
Columbia Falls, MT 59912  
406-862-7914

**LAKESIDE:**

7100 US HWY 93 South, Ste A  
Lakeside, MT 59922  
406-300-6106

**HAMILTON:**

1920 North First Street  
Hamilton, MT 59840  
406-363-7004

**KALISPELL:**

150 1st Ave., WN Ste A  
Kalispell, MT 59901  
406-755-7004

**MISSOULA:**

320 West Broadway St  
Missoula, MT 59802  
406-728-1500

**WHITEFISH:**

284 Flathead Ave, Ste 101  
Whitefish, MT 59937  
406-862-7914

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## **Chicago Title Branch Locations**

**CHICAGO TITLE - BILLINGS**

3141 Meadow View Dr  
Billings, MT 59102  
406-238-9999

**CHICAGO TITLE - BOZEMAN**

1800 W Koch Street, Ste 1  
Bozeman, MT 59715  
406-587-5563

**CHICAGO TITLE - GREAT FALLS**

300 River Dr North, Ste 2  
Great Falls, MT 59401  
406-453-7622

**Contact us today.**

We are always ready to assist you with an elevated level of expertise and a commitment to service.

[FNTMontana.com](http://FNTMontana.com)

[Montana.CTIC.co](http://Montana.CTIC.co)

Flathead County Property Profile



<b>Parcel #</b>	07396628411010000	<b>Owner</b>	Woodworth, Daniel A Woodworth, Rachel D
<b>Ref Parcel</b>	0978848	<b>Owner Address</b>	62 Silver Leaf Dr Kalispell MT 59901 - 7962
<b>Site Address</b>	62 Silver Leaf Dr Kalispell MT 59901 - 7962	<b>Market Total Value</b>	
<b>Lot Size</b>	0.46 Acres (20,038 SqFt)	<b>Assessed Total Value</b>	\$275,485.00
<b>Building Area</b>	3,680 SqFt	<b>Year Built</b>	1984
<b>School District</b>	SOMERS	<b>Zoning</b>	R-2 One Family Limited Residential Land Use
<b>Bedrooms</b>	3	<b>Subdivision</b>	Green Tree Meadows
<b>Bathrooms</b>	2	<b>Land Use / Land Use Std</b>	IMP - Improved Property / 1008 - Rural/Agricultural Residence
<b>Legal</b>	GREEN TREE MEADOWS, S28, T28 N, R21 W, Lot 023		



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# FLATHEAD COUNTY

## Montana

Shopping Cart: 0 items [\$0.00]

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**Assessor#:** 0978848

**Status:** Current

**Receipt:** 20514293

**2025 Owner(s):**  
WOODWORTH DANIEL A & RACHEL D

**Mailing Address:**  
62 SILVER LEAF DR  
KALISPELL, MT 599017962

**Legal Description:**  
GREEN TREE MEADOWS, S28, T28 N, R21 W, Lot 023

[Tax Comparison](#)

### 2025 Value:

**Market Value** \$275,485  
**Taxable:** \$2,093

[Detail](#)

### 2025 Taxes: [View Pie Charts](#)

**First Half:** \$499.08 **Due:** 11/30/2025  
**Second Half:** \$499.05 **Due:** 6/1/2026  
**Total:** \$998.13

[Show Current Tax Bill](#)

[Detail](#)

### 2025 Payments:

**First Half:** \$488.22  
**Second Half:** \$0.00  
**Total:** \$488.22

(May include penalty & interest)

### 2025 Legal Records:

**Geo Code:** 07-3966-28-4-11-01-0000 **Instru#:** 202200009937 **Date:** 2022-04-18

**Property address:** 62 SILVER LEAF DR, KALISPELL MT 59901  
**Subdivision:** (GTM) GREEN TREE MEADOWS **Lot:** 023  
**TRS:** T28 N, R21 W, Sec. 28  
**Legal:** GREEN TREE MEADOWS, S28, T28 N, R21 W,  
Lot 023  
**Acres:** 0.46

**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 03/16/2026 10:00 AM.

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





**Flathead County Treasurer**  
 Adele Krantz  
 290 A North Main  
 Kalispell, MT 59901

**2025 REAL ESTATE  
 STATEMENT OF TAXES PAYABLE**

**TOTAL 2025 TAXES DUE: \$21.70**

WOODWORTH DANIEL A & RACHEL D  
 62 SILVER LEAF DR  
 KALISPELL MT 59901-7962

<b>ASSESSOR#: 0978848 STATEMENT#: 20514293</b>		
Property Location:	62 SILVER LEAF DR	
Legal Description:	( 1 ) 07-3966-28-4-11-01-0000 Sec:28 Twn:28 N Rng:21 W SUBDIV:GREEN TREE MEADOWS LOT:023 GREEN TREE MEADOWS, S28, T28 N, R21 W, Lot 023	
	<b>Valuation Type</b>	<b>Market Value</b>
Real Estate	121,605	924
Improvements	153,880	1,169
Personal Property	0	0
<b>TOTAL</b>	<b>275,485</b>	<b>2,093</b>

Billing date: 02/04/2026

CONSOLIDATED TAX DETAIL					
( No General Taxes found for this Assessor# )					
SPECIAL ASSESSMENTS					
		Description	Code	1st Half	2nd Half
		SOMERS SD 29 ADDL GENERAL	SOMG	8.86	8.85
		SOMERS SD 29 ADDL TRNSPT	SOMT	2.00	1.99
		<b>TOTAL SPECIAL ASSESSMENTS</b>		<b>10.86</b>	<b>10.84</b>
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.					
		General Taxes	District	Mill Levy	1st Half
		29 / SoKalispell Fire	0327-Q	413.1200	0.00
					2nd Half
					0.00
<b>TOTAL TAXES DUE CURRENT YEAR:</b>					<b>\$21.70</b>

<b>2ND HALF PAYMENT</b>	<b>2025 Flathead County Real Estate Tax Statement</b> RETURN THIS STUB WITH YOUR PAYMENT	<b>2ND HALF PAYMENT</b>
<p><b>ASSESSOR#: 0978848 STATEMENT#: 20514293</b></p> <p>DUE BY 5:00 P.M. ON OR BEFORE: <b>05/31/2026</b></p>		
<p>SECOND HALF AMOUNT DUE: <b>\$10.84</b></p> <p>BUDGET AMENDMENT SUPPLEMENT BILLING</p>		WOODWORTH DANIEL A & RACHEL D 62 SILVER LEAF DR KALISPELL MT 59901-7962

<b>1ST HALF/FULL YEAR PAYMENT</b>	<b>2025 Flathead County Real Estate Tax Statement</b> RETURN THIS STUB WITH YOUR PAYMENT	<b>1ST HALF/FULL YEAR PAYMENT</b>
<p><b>ASSESSOR#: 0978848 STATEMENT#: 20514293</b></p> <p>DUE BY 5:00 P.M. ON OR BEFORE: <b>03/31/2026</b></p>		
<p>TOTAL TAXES DUE FOR YEAR: <b>\$21.70</b></p> <p>FIRST HALF AMOUNT DUE: <b>\$10.86</b></p> <p>BUDGET AMENDMENT SUPPLEMENT BILLING</p>		WOODWORTH DANIEL A & RACHEL D 62 SILVER LEAF DR KALISPELL MT 59901-7962



Debbie Pierson, Flathead County MT by JS

202200009937  
Page: 1 of 2  
Fee: \$16.00  
4/18/2022 1:48 PM

**AND WHEN RECORDED MAIL TO:**

Daniel A. Woodworth and Rachel D.  
Woodworth  
62 Silver Leaf Dr.  
Kalispell, MT 59901

Filed for Record at Request of:  
Insured Titles

Space Above This Line for Recorder's Use Only

Order No.: 1031442-FT  
Parcel No.: 0978848

**WARRANTY DEED  
(Joint Tenancy)**

FOR VALUE RECEIVED,

**Nathan A. Brown**

hereinafter called Grantor, does hereby grant, bargain, sell and convey unto

**Daniel A. Woodworth and Rachel D. Woodworth**

whose address is: **62 Silver Leaf Dr., Kalispell, MT 59901**

hereinafter called Grantees, 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:

**Lot 23 of Green Tree Meadows, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.**

SUBJECT TO Covenants, Conditions, Restrictions, Provisions, Easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD, the said premises, with its appurtenances unto the said Grantees, as joint tenants with the right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named tenants forever. And the said Grantor does hereby covenant to and with Grantees, he is the owner in fee simple of said premises; that they are free from all encumbrances except for taxes and assessments for current and subsequent years and he will warrant and defend same from all lawful claims whatsoever.

Dated: April 18th, 2022

Approved 04/18/2022 js 0978848



After Recording Return To:  
UNITED WHOLESAL MORTGAGE, LLC  
585 SOUTH BOULEVARD E  
PONTIAC, MI 48341  
ATTN: POST CLOSING MANAGER  
Loan Number: 1222154088

1031442-FT

[Space Above This Line For Recording Data]  
THE PROPERTY IS THE BORROWER'S PRINCIPAL RESIDENCE  
**PURCHASE MONEY**  
FHA Case No: 311-2577180  
**DEED OF TRUST**  
Trust Indenture Under the Small Tract Financing Act of Montana

MIN: 100032412221540880

MERS Phone: 888-679-6377

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated **APRIL 18, 2022**, together with all Riders to this document.
- (B) "Borrower" is Daniel A Woodworth, A Married Man and Rachel D Woodworth, A Married Woman, As Joint Tenants with Full Rights of Survivorship, PO Box 1614, Columbia Falls, Montana 59912

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is United Wholesale Mortgage, LLC

Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **MICHIGAN**  
Lender's address is **585 South Boulevard E, Pontiac, Michigan 48341**

- (D) "Trustee" is JASON J. HENDERSON, ESQ. MACKOFF KELLOGG LAW FIRM, 38 SECOND AVE. E, DICKINSON, NORTH DAKOTA 58601
- (E) "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.
- (F) "Note" means the promissory note signed by Borrower and dated **APRIL 18, 2022**. The Note states that Borrower owes Lender **THREE HUNDRED TWENTY-FOUR THOUSAND TWENTY-TWO AND 00/100** Dollars (U.S. \$ **324,022.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2052**. This Security Instrument secures 150% of the amount of the Note.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

0978848.js





- (J) "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.
- (K) "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.
- (L) "Electronic Funds 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, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "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.
- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "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 might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (S) "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.

**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 ;  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Attached  
A.P.N.: 0978848

which currently has the address of 62 SILVER LEAF DR  
[Street]  
KALISPELL, Montana 59901 ("Property Address")  
[City] [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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction 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 shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, 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 federal agency, instrumentality, or entity; or (d) Electronic Funds 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 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (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. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a 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 shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree





in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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 such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter 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 and floods, for which Lender requires insurance. This insurance shall be maintained 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. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, 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 which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or 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. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts 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 shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall 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, provided that such inspection shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds





shall 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 shall be applied in the order provided for in Section 2.

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 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) 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, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall 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. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of 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 or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower 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. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding 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 which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) 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 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 can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its 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, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that



such inspection shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall 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 shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall 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 in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun 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 18, 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. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall 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, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. 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.

If the Loan is subject to a law which 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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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 with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. 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.

**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. 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. 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.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "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 at a future date to a purchaser.

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, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. 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. Lender may require that Borrower pay such reinstatement sums and expenses 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 federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note





and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. 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. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

**20. 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.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall 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 shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall 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).

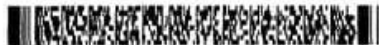
Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which 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 shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option 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 shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall 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 shall record a notice of sale in each county in which any part of the Property is located, and Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall 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.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of





the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) 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.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. 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.

**24. Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. 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.


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

**26. 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 executed and acknowledged by the husband and wife, or by an unmarried person, the undersigned grantors have by separate written waiver, which waiver is incorporated herein 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 executed by Borrower and recorded with it.

  
Daniel A Woodworth

(Seal)  
-Borrower

  
Rachel D Woodworth

(Seal)  
-Borrower

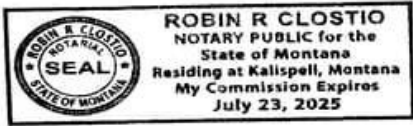
\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

State of MONTANA

County of FLATHEAD

This record was acknowledged before me on April 18, 2022  
(date)

by Daniel A Woodworth AND Rachel D Woodworth



(Official Stamp)

[Handwritten Signature]  
Signature of notarial officer

\_\_\_\_\_  
Title

My commission expires: \_\_\_\_\_



MIN: 100032412221540880

Loan Number: 1222154088

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

THIS MANUFACTURED HOME RIDER is made this 18th day of APRIL, 2022, 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 UNITED WHOLESale MORTGAGE, LLC

(the "Note Holder")

of the same date hereof (the "Note"), and relating to the property described in the Security Instrument and located at:

62 SILVER LEAF DR, KALISPELL, MONTANA 59901

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: KIT CUSTOM HOME BUILDERS      Model: UNKNOWN      Serial Number: D8479W12-SN9411

Year Built: 1985      Length and Width: 67ft x 27ft (L x W)

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

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.

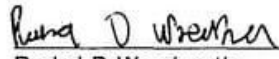
**5. RESPONSIBILITY FOR IMPROVEMENTS.** Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.



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.

Executed this 18th day of April 2022

 (Seal)  
Daniel A Woodworth -Borrower

 (Seal)  
Rachel D Woodworth -Borrower



MIN: 100032412221540880

Loan Number: 1222154088

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 18th day of APRIL, 2022, 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 UNITED WHOLESAL MORTGAGE, LLC ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

62 SILVER LEAF DR, KALISPELL, MONTANA 59901

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

See Attached  
A.P.N.: 0978848

which currently has the address of 62 SILVER LEAF DR

[Street]

KALISPELL MT 59901 ("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.

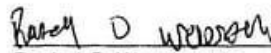
**D. SUBSTITUTE TRUSTEE**

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.

  
Daniel A Woodworth (Seal)  
-Borrower

  
Rachel D Woodworth (Seal)  
-Borrower



## PLANNED UNIT DEVELOPMENT RIDER

Loan Number: 1222154088

FHA Case No.  
311-2577189-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18th day of APRIL, 2022, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to UNITED WHOLESALE MORTGAGE, LLC "Lender" of the same date and covering the Property described in the Security Instrument and located at:

62 SILVER LEAF DR, KALISPELL, MONTANA 59901  
[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as:

Green Tree Meadows  
[Name of Planned Unit Development]

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

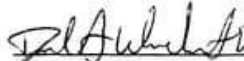
- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:
- (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
  - (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

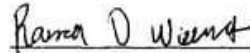
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.



- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

  
\_\_\_\_\_  
Daniel A Woodworth (Seal)  
-Borrower

  
\_\_\_\_\_  
Rachel D Woodworth (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Date: **March 22, 2022**

File No.: **1031442-FT (ts)**

**EXHIBIT 'A'**

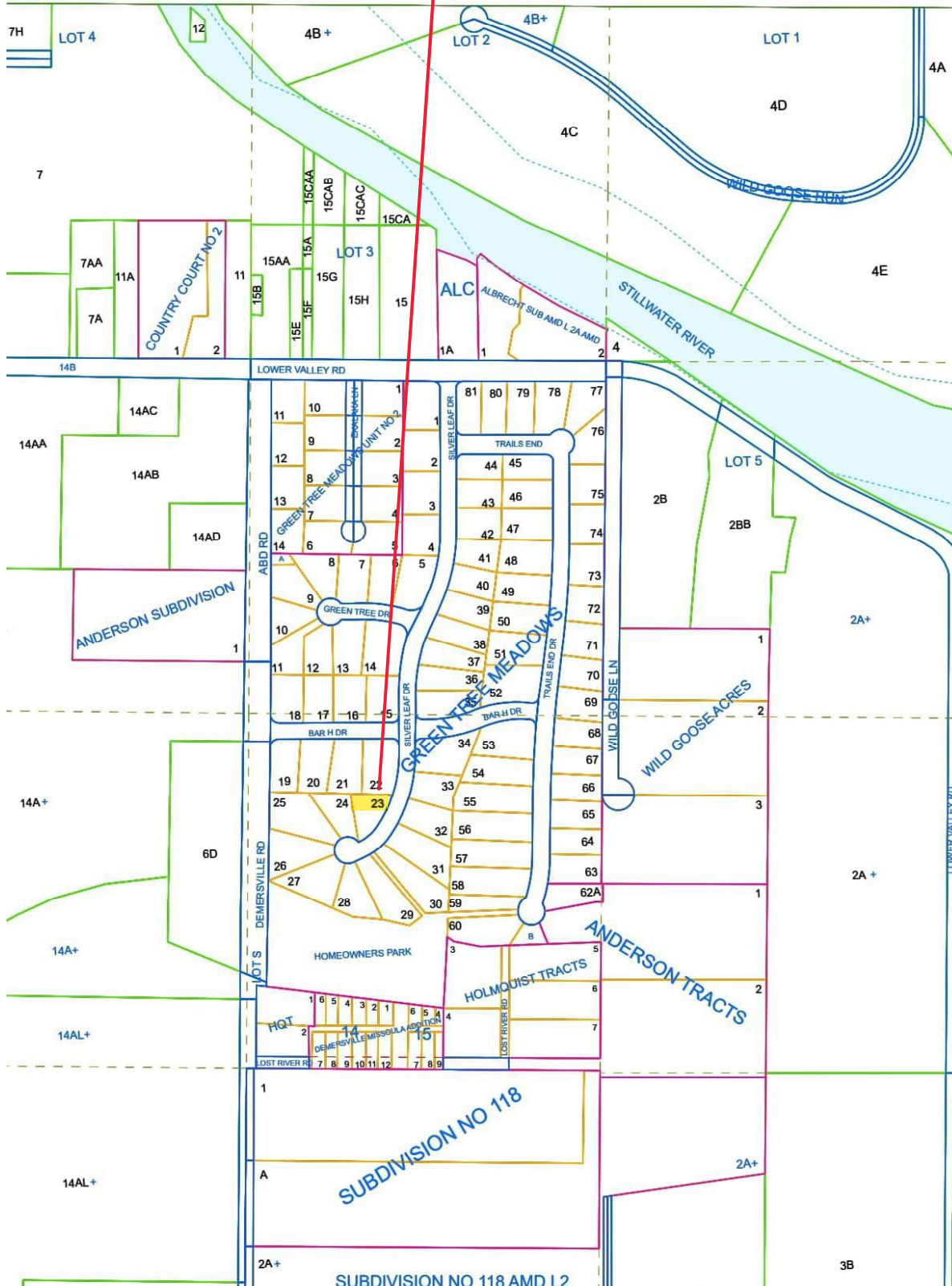
**LEGAL DESCRIPTION:**

**Lot 23 of Green Tree Meadows, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.**

28-28-21

**SUBJECT**

The map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



# GREEN TREE MEADOWS

E1/2, Sec. 28, T28N R21W, Flathead County, Montana

A Resubdivision of Portions of Demareville and Miscouta Addition to Demareville

Sheet 1 of 2

### CERTIFICATE OF DEDICATION

I DARWIN HAMILTON, THE UNDERSIGNED PROPERTY OWNER DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED, SUBDIVIDED AND PLATED INTO LOTS, STREETS AND PARKS AS SHOWN BY THE PLAN AND CERTIFICATE OF SURVEY HERETO INCLOSED, THE FOLLOWING DESCRIBED TRACTS OF LAND, TO-WIT:

THREE PORTIONS OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 20, TOWNSHIP 28 NORTH, RANGE 21 WEST, FLATHEAD COUNTY, MONTANA DESCRIBED AS FOLLOWS:  
DESCRIPTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 20, TOWNSHIP 28 NORTH, RANGE 21 WEST, FLATHEAD COUNTY, MONTANA:  
1/4 OF THE SOUTHWEST 1/4 NORTH 0°03'45" WEST 479.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE NORTH 0°03'45" WEST 690.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 NORTH 0°03'51" WEST 1236.20 FEET TO THE SOUTHWEST LINE OF THE LEWIS VALLEY ROAD; THENCE ALONG THE SOUTHWEST LINE OF THE ROAD SOUTH 89°20'20" WEST 1700.00 FEET; THENCE SOUTH 0°00'30" EAST 1000.00 FEET; THENCE SOUTH 89°20'40" WEST 1074.80 FEET TO THE EAST-PRY LINE OF DEMAREVILLE ROAD; THENCE ALONG THE EAST-PRY LINE OF THE ROAD SOUTH 0°00'51" EAST 300.00 FEET AND SOUTH 89°20'00" EAST 1,000 FEET AND SOUTH 0°00'51" EAST 1021.12 FEET; THENCE SOUTH 89°20'40" EAST 650.45 FEET; THENCE NORTH 2°35'51" EAST 205.32 FEET; THENCE SOUTH 0°00'51" EAST 29.00 FEET; THENCE SOUTH 79°47'40" EAST 101.01 FEET; THENCE NORTH 87°34'10" EAST 446.20 FEET TO THE POINT OF BEGINNING; CORNER MARK 25.00 FEET SQUARE OF LINDS HILL, BE SHOWN HEREON.

THE ABOVE DESCRIBED TRACTS OF LAND IS OR ARE KNOWN AND DESIGNATED AS GREEN TREE MEADOWS, FLATHEAD COUNTY, MONTANA.

### CERTIFICATE OF COUNTY COMMISSIONERS

WE, THE UNDERSIGNED, Walter R. Wilson, CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS OF FLATHEAD COUNTY, MONTANA, AND Eric S. Wilson, COUNTY CLERK AND RECORDER OF SAID COUNTY DO HEREBY CERTIFY THAT THIS AFORESAID PLAN BY GREEN TREE MEADOWS, FLATHEAD COUNTY, MONTANA, HAS BEEN SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS OF FLATHEAD COUNTY, MONTANA FOR EXAMINATION AND HAS BEEN FOUND BY THEM TO CONFORM TO LAW AND HAS BEEN APPROVED BY THEM AT THEIR REGULAR MEETING HELD ON THE 27th DAY OF April, 1985.

Walter R. Wilson  
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS  
FLATHEAD COUNTY, MONTANA  
Eric S. Wilson  
COUNTY CLERK AND RECORDER  
FLATHEAD COUNTY, MONTANA

### CERTIFICATE WAIVING PARK LAND DEDICATION AND CASH IN LIEU THEREOF

I, ERIC S. WILSON, COUNTY CLERK OF FLATHEAD COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE FOLLOWING ORDER WAS MADE BY THE BOARD OF COUNTY COMMISSIONERS OF FLATHEAD COUNTY, MONTANA AS A RESULT OF THE PROCEEDINGS HELD ON THE 27th DAY OF April, 1985, AND APPROVED BY THE PROVISIONS OF SAID COUNTY ORDINANCE: "INASMUCH AS LAND IN THE AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT OF LAND REQUIRED WILL BE RECEIVED AS HOMEOWNERS ASSOCIATION FOR PARK PURPOSES FOR THE HOMEOWNERS IN GREEN TREE MEADOWS, IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF FLATHEAD COUNTY, MONTANA, THAT LAND DEDICATION AND CASH IN LIEU THEREOF IS HEREBY WAIVED IN ACCORDANCE WITH THE PROVISIONS OF TITLE 70, CHAPTER 3, M.C.A., 1976."

Eric S. Wilson  
COUNTY CLERK AND RECORDER  
FLATHEAD COUNTY, MONTANA

STATE OF MONTANA )  
COUNTY OF FLATHEAD ) SS.

ON THIS 27th DAY OF April, 1985, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE AFORESAID, PERSONALLY APPEARED DARWIN HAMILTON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

APPROVED: January 28, 1985  
Walter R. Wilson  
EXECUTIVE CLERK-COMMISSIONERS  
REGISTRATION NO. 9276

Eric S. Wilson  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
RESIDING AT Bellevue, MT  
MY COMMISSION EXPIRES 1/28/87

CERTIFICATE OF SURVEYOR  
Darwin Hamilton  
FLATHEAD COUNTY CLERK AND RECORDER  
REGISTRATION NO. 2990 ES

STATE OF MONTANA )  
COUNTY OF FLATHEAD )  
FILED ON THE 27th DAY OF April, 1985, A.D., AT 11:15 O'CLOCK A.M.

Darwin Hamilton  
COUNTY CLERK

HEREBY USE THE SPACE TO THE RIGHT TO RECORD THIS INSTRUMENT IN THE PUBLIC RECORDS OF THE STATE OF MONTANA.  
DATE OF RECORDING: 4/27/85  
BOOK: 118 PAGE: 502  
RECORDING FEE: 15.00  
REGISTERED: 4/27/85  
BY: Eric S. Wilson

FILED BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
INSTRUMENT REG. NO.: 61-502

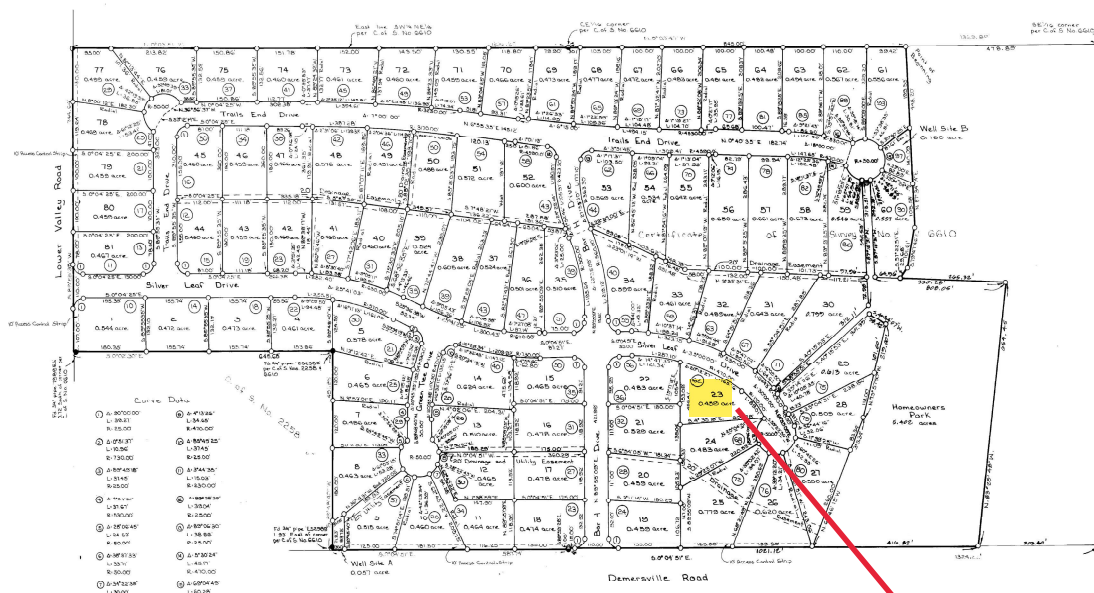
MARQUARDT SURVEYING  
1431 South Main (406) 786-6285  
KALISPELL, MONTANA 59901

HAMILTON

# GREEN TREE MEADOWS

E 1/2, Sec. 28, T 28 N R 21 W, Flathead County, Montana

A Resubdivision of Portions of Demersville and Missoula Addition to Demersville  
Sheet 2 of 2



Note: Val of road shown (0.0000 acre) is to be added to owner of road lot to obtain original owner's total tract acreage.

All roads shown are 60' Private Road & Utility Easements.

Total Area: 55,072 acres  
Lots: 41,752 acres  
Park: 5,442 acres  
Road: 1,228 acres  
Well Sites: 0.21 Acres

- Legend:
- Lot
  - Well
  - Road
  - Easement



Curve Data

1. 0.000000	2. 0.000000
3. 0.000000	4. 0.000000
5. 0.000000	6. 0.000000
7. 0.000000	8. 0.000000
9. 0.000000	10. 0.000000
11. 0.000000	12. 0.000000
13. 0.000000	14. 0.000000
15. 0.000000	16. 0.000000
17. 0.000000	18. 0.000000
19. 0.000000	20. 0.000000
21. 0.000000	22. 0.000000
23. 0.000000	24. 0.000000
25. 0.000000	26. 0.000000
27. 0.000000	28. 0.000000
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31. 0.000000	32. 0.000000
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35. 0.000000	36. 0.000000
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77. 0.000000	78. 0.000000
79. 0.000000	80. 0.000000
81. 0.000000	

The map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**SUBJECT**

MARQUARDT SURVEYING  
1001 South Main (606) 788-0284  
KALISPELL, MONTANA 89001

HAMILTON

# **Customer Agreement for Non-Insured Products and Services**

Customer understands that many of the Products and Services available from Fidelity National Financial, Inc., its subsidiaries, affiliates, partners, licensors and/or authorized agents (collectively referred to herein as “the Company”) through a Customer Service representative or other Company employee, the Global Premier Services (“GPS”) website or any derivative website or mobile app, are not insured and do not provide the benefit or protection afforded by a policy of title insurance. If Customer desires such protection, a policy of title insurance, binder, commitment or guarantee should be requested from the Company.

Non-insured products that may be available via the GPS site or app include, but are not limited to: Property Profiles, eFarms, Lead Locators, AVMS, Foreclosure Reports, Subject Property Reports, Property Valuation Reports, Premium Leads and Owners and Encumbrance Reports.

**BY THE EXECUTION AND SUBMISSION OF THIS CUSTOMER AGREEMENT,  
CUSTOMER ACKNOWLEDGES AND AGREES:**

- a. That the Company’s sole obligation under a non-insured report and this Customer Agreement shall be to set forth information such as the ownership of and liens and encumbrances against the land as requested and in doing so, the Company is not acting as an abstractor of title.
- b. That the Company shall not be obligated under a non-insured report to pay costs, attorneys’ fees, or expenses incurred in any action, proceeding, or other claim brought against Customer.
- c. That a non-insured report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.
- d. That the Company’s liability under a non-insured report for an error or omission is, as stated below, limited and that if Customer desires that the Company assume additional liability, a policy of title insurance, binder, commitment, or guarantee should be requested from the Company.
- e. That any dissemination of non-insured reports to third parties is subject to all terms, conditions and limitations of this Customer Agreement and Customer agrees to make third parties aware of these limitations of liability.
- f. That the GPS website and mobile app may contain additional Terms and Conditions governing access to and use of the sites themselves. Nothing contained herein should be deemed to alter, amend or conflict with those Terms and Conditions.
- g. That the report is not valid and the Company shall have no liability thereunder unless the Limitations of Liability as stated below are attached thereto.

## **LIMITATIONS OF LIABILITY**

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THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS, OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.