



1438 North 1st Street, Hamilton, MT 59840
Phone (406)363-2340, Fax (406)363-2346

Prepared Exclusively for:
Allison Dunn
West Montana Homes, Inc.
716 S First Street, Suite D
Hamilton, MT 59840

Date: **October 30, 2024**

Property Profile No.: **1163279-R**

Last Grantee of Record: **Jeff D. Younkin**

Property Address (if of record): **505 Camas Creek Loop, Hamilton, MT 59840**

Brief Legal Description: **All that part of Lot 2, Block 3, Charlos Heights Orchards, according to the official recorded plat thereof, which is east of the county road as now laid out and surveyed.**

Recording Reference: Book 119 of Deeds, page 448.

W¹/₂ Lot 10, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the official recorded plat thereof.

Recording Reference: Book 62 of Deeds, page 554.

E¹/₂ Lot 10, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the official recorded plat thereof.

Recording Reference: Book 69 of Deeds, page 162.

Lots 11 and 12 , Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the plat thereof.

Lot 3B, Amended Subdivision Plat No. 656, being a portion of Lots 3 and 4, Block 3 Charlos Heights Orchards, Ravalli County, Montana, according to the plat thereof.

Attachments:

- X Last Conveyance Deed
- X Tax Information
- x Deed(s) of Trust or Mortgage(s)
- Section Map
- x Subdivision Plat Map
- Certificate of Survey

CC&R's
x Cadastral

Flying S Title and Escrow of Montana, Inc. appreciates your business. If we can be of further assistance please contact, **April Hargrove** at **(406)363-2340**.

This information is furnished in conformance with the rules established by the Montana Commissioner of Securities and Insurance. A detailed examination of title may disclose additional liens and encumbrances not noted herein. Accordingly, it is not intended that this property profile be relied upon as a title report. Flying S Title and Escrow of Montana, Inc. is not responsible for any errors or omissions in the information provided.



DOCUMENT: 794868 QUIT CLAIM DEED

RECORDED: 3/28/2024 2:34:36 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$16.00 By

Sarah Miller

Deputy

Return to:
Markette & Chouinard PC
PO Box 515
Hamilton MT 59840

Parcel No.: 1218400

QUIT-CLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned,

Tabitha R. Banner, whose mailing address is 299 Hayes Creek Rd., Hamilton, Montana, 59725, does hereby remise, release, and quitclaim all right, title, and interest in:

All that part of Lot 2, Block 3, Charlos Heights Orchards, according to the official recorded plat thereof, which is east of the county road as now laid out and surveyed.

W1/2 Lot 10, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the official recorded plat thereof.

E1/2 Lot 10, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the official recorded plat thereof.

Lots 11 and 12, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the plat thereof.

Lot 3B, Amended Subdivision Plat No. 656, being a portion of Lots 3 and 4, Block 3 Charlos heights Orchards, Ravalli County, Montana, according to the plat thereof.

Recording Reference: Document No. 661361

to

Jeff D. Younkin of 505 Camas Creek Loop, Hamilton MT 59840.

Dated: 3/27/24

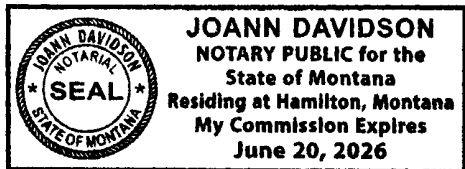
Tabitha R. Banner
Tabitha R. Banner

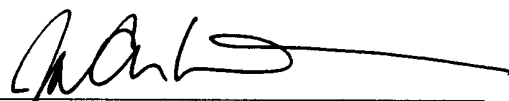
KO

State of Montana
County of Ravalli

On this 27th day of March, 2021, before me, the undersigned, personally appeared Tabitha R. Banner, known to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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





Notary Public for the State of Montana

Ravalli County | Detail

Date: 10/30/24
Time: 10:31:59 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 1218400
Type: Real

Name and Address
YOUNKIN JEFF D
505 CAMAS CREEK LOOP
HAMILTON MT 59840-9723

Property Tax Query TW Range SC Description
Sub/Blk/Lot CHARLOS HEIGHTS/ 03/ Geo 1273-03-2-01-01-0000 9-5
CHARLOS HEIGHTS ORCH PT 3 & 4 BLK 3 AMEND SUB PLAT #656 LOT
3B E OF CO RD LOT 2 BLK 3 LOTS 10 TO 12 BLK 3 32.47 AC

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Tax Due	24	10/30/24	12/06/24	1,135.43	0.00	0.00	2,270.79
Tax Due	24	10/30/24	06/02/25	1,135.36	0.00	0.00	
Paid	23	05/30/24	11/30/23	988.38	19.76	43.83	2,125.40
Paid	23	05/30/24	05/31/24	1,073.43	0.00	0.00	
Paid	22	11/25/22	11/30/22	941.60	0.00	0.00	1,883.16
Paid	22	11/25/22	05/31/23	941.56	0.00	0.00	
Paid	21	12/06/21	11/30/21	918.69	18.37	1.51	1,877.09
Paid	21	06/06/22	05/31/22	918.64	18.37	1.51	
Paid	20	12/07/20	12/04/20	921.86	18.44	0.74	1,882.83
Paid	20	06/07/21	06/01/21	921.83	18.44	1.52	
Paid	19	11/29/19	12/02/19	913.68	0.00	0.00	1,846.04
Paid	19	06/02/20	05/31/20	913.60	18.27	0.49	
Paid	18	11/29/18	11/30/18	905.63	0.00	0.00	1,831.07
Paid	18	06/07/19	05/31/19	905.59	18.11	1.74	
Paid	17	12/04/17	11/30/17	907.34	18.15	0.98	1,852.89
Paid	17	06/04/18	05/31/18	907.29	18.15	0.98	
Paid	16	12/05/16	12/09/16	876.15	0.00	0.00	1,752.24
Paid	16	05/31/17	05/31/17	876.09	0.00	0.00	
Paid	15	12/04/15	11/30/15	875.05	17.50	0.93	1,810.15
Redeemed	15	09/19/16	05/31/16	874.96	17.50	24.21	
Paid	14	11/28/14	12/01/14	725.25	0.00	0.00	1,450.43
Paid	14	06/01/15	06/01/15	725.18	0.00	0.00	

Ravalli County | Detail

Date: 10/30/24
Time: 10:32:13 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 1218400
Type: Real

Name and Address
YOUNKIN JEFF D
505 CAMAS CREEK LOOP
HAMILTON MT 59840-9723

Property Print TW Range SC Description
- 03 CHARLOS HEIGHTS ORCH Geocode: 1273-03-2-01-01-0000 PT 3 &
4 BLK 3 AMEND SUB PLAT #656 LOT 3B E OF CO RD LOT 2 BLK 3 LOTS
10 TO 12 BLK 3 32.47 AC

Class Taxable/\$	Dist	Quantity	Market
31101 Tillable Irrigated Land 323.00	9-5	27.59	14,950.00
31601 Grazing Land 7.00	9-5	3.88	330.00
32001 1 Acre Farmstead - Ag 15-7-202 43.00	9-5	1.00	2,003.00
43110 Improvements on Ag Land 5,066.00	9-5	0.00	375,290.00
990034 CHARLOS IRRIGATION 0.00	34	32.47	0.00
990051 SOIL & WATER CONSERVATION 5,439.00	51	0	0.00
990068 DARBY COMMUNITY PUBLIC LIBRARY 5,066.00	68	0	0.00
990134 CHARLOS IRR MAINT/REPAIR FEE 0.00	134	1.00	0.00
999302 2014 OPEN SPACE 5,066.00	RO14	0	0.00
999304 2020 OPEN SPACE 5,066.00	RO20	0	0.00
999305 2022 OPEN SPACE 5,066.00	RO22	0	0.00

Ravalli County | Detail

Date: 10/30/24
Time: 10:32:40 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 1218400
Type: Real

Name and Address
YOUNKIN JEFF D
505 CAMAS CREEK LOOP
HAMILTON MT 59840-9723

Taxes Due Query TW Range SC Description
Sub/Blk/Lot CHARLOS HEIGHTS/ 03/ CHARLOS HEIGHTS ORCH PT 3 & 4
BLK 3 AMEND SUB PLAT #656 LOT 3B E OF CO RD LOT 2 BLK 3 LOTS 10
TO 12 BLK 3 32.47 AC Geo: 1273-03-2-01-01-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
134 CHARLOS IRRIGATION OWNER FEE	12/06/24	10/30/24		37.50	0.00	0.00
34 CHARLOS IRRIGATION	12/06/24	10/30/24		113.65	0.00	0.00
51 SOIL & WATER CONSERVATION	12/06/24	10/30/24		4.52	0.00	0.00
68 DARBY PUBLIC LIBRARY	12/06/24	10/30/24		17.51	0.00	0.00
9-5 DARBY RURAL+HAMLT RFD	12/06/24	10/30/24		950.10	0.00	0.00
RO14 2014 OPEN SPACE	12/06/24	10/30/24		3.08	0.00	0.00
RO20 2020 OPEN SPACE	12/06/24	10/30/24		5.62	0.00	0.00
RO22 2022 OPEN SPACE	12/06/24	10/30/24		3.45	0.00	0.00
134 CHARLOS IRRIGATION OWNER FEE	06/02/25	10/30/24		37.50	0.00	0.00
34 CHARLOS IRRIGATION	06/02/25	10/30/24		113.64	0.00	0.00
51 SOIL & WATER CONSERVATION	06/02/25	10/30/24		4.51	0.00	0.00
68 DARBY PUBLIC LIBRARY	06/02/25	10/30/24		17.50	0.00	0.00
9-5 DARBY RURAL+HAMLT RFD	06/02/25	10/30/24		950.08	0.00	0.00
RO14 2014 OPEN SPACE	06/02/25	10/30/24		3.07	0.00	0.00
RO20 2020 OPEN SPACE	06/02/25	10/30/24		5.61	0.00	0.00
RO22 2022 OPEN SPACE	06/02/25	10/30/24		3.45	0.00	0.00
Totals for 24				2,270.79	0.00	0.00
Total Tax, Penalty and Interest				2,270.79		

Return To: XXX053, Bitterroot Valley
Bank dba Ravalli County Bank, PO Box
150, Hamilton, MT 59840

Prepared By: Bitterroot Valley Bank dba
Ravalli County Bank, PO Box 150,
Hamilton, MT 59840

Parcel: 1218400

RAV-48036 Space Above This Line For Recording Data

TRUST INDENTURE

DATE AND PARTIES. The date of this Trust Indenture (MT) (Security Instrument) is July 17, 2015. The parties and their addresses are:

GRANTOR:

JEFF D YOUNKIN
505 Camas Creek Loop
Hamilton, MT 59840

TABITHA R BANNER
505 Camas Creek Loop
Hamilton, MT 59840

TRUSTEE:

FIRST MONTANA TITLE COMPANY OF HAMILTON, INC.
a Montana Corporation
250 W. Main St.
Hamilton, MT 59840

LENDER:

BITTERROOT VALLEY BANK DBA RAVALLI COUNTY BANK
Organized and existing under the laws of Montana
PO Box 150
224 Pinckney Street
Hamilton, MT 59840

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "The Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

All that part of Lot 2, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the recorded plat thereof, lying east of the county road as now laid out and surveyed. Reference: Book 119 Deeds, page 448.

Lot 3B, Amended Plat No. 656, Block 3, Charlos Heights Orchards, Ravalli County,

Jeff D Younkin
Montana Trust Indenture (MT)
MT/4XXALICIA00000000009571052N

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[Signature]

Montana, according to the recorded plat thereof.

W½ Lot 10, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the recorded plat thereof. Reference: Book 62 Deeds, page 554.

E½ Lot 10, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the recorded plat thereof. Reference : Book 69 Deeds, page 162.

Lots 11 and 12, Block 3, Charlos Heights Orchards, Ravalli County, Montana, according to the recorded plat thereof.

The property is located in Ravalli County at 505 Camas Creek Loop, Hamilton, Montana 59840.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time, including any sums advanced for the insurance, protection, and preservation of the Property or Lender's interest therein, will not exceed \$383,000.00 provided, however, that nothing contained in this Security Instrument will constitute a commitment to make additional or future loans or advances, beyond those defined as "Secured Debts," in any amounts. Any such commitment must be agreed to in a separate writing.

4. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated July 17, 2015, from Grantor to Lender, with a loan amount of \$383,000.00 and maturing on August 1, 2040.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan is void and ineffective as to the Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant,

Jeff D Younkin

Montana Trust Indenture (MT)

MT/4XXALICIA0000000009571052N

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convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- D. To restrict lien priority of any prior security interest allowing future advances by recording a notice of limitation as provided in Mont. Code Ann. § 71-1-206(3).

9. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

10. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. WARRANTIES AND REPRESENTATIONS. Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants, conveys to Lender as additional security all the right, title and interest in the following

Jeff D Younkin

Montana Trust Indenture (MT)

MT/4XXALICIA00000000009571052N

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(Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents, issues and profits (Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

15. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. Payments.** Grantor fails to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
- C. Death or Incompetency.** Grantor dies or is declared legally incompetent.
- D. Failure to Perform.** Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements.** Grantor is in default on any other debt or agreement Grantor has with Lender.
- G. Misrepresentation.** Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Grantor fails to satisfy or appeal any judgment against Grantor.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer.** Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Grantor's financial condition from the conditions set forth in Grantor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

Jeff D Younkin

Montana Trust Indenture (MT)

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16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee may, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of the sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges and costs including those for expenses the power of sale and reasonable Trustee's fees and reasonable attorney's fees; to Lender for all moneys advances made for the repairs, taxes, insurance, liens, assessments and prior encumbrances and interests thereon; to the Secured Debt's principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Jeff D Younkin

Montana Trust Indenture (MT)

MT/4XXALICIA0000000009571052N

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Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.

C. Grantor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with any Environmental Law.

D. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

19. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges

Jeff D Younkin

Montana Trust Indenture (MT)

MT/4XXALICIA0000000009571052N

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Handwritten initials/signature

and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

Grantor consents to Lender using or disclosing information relative to any contract of insurance required by this Security Instrument for the purpose of replacing the insurance. Grantor also authorizes Grantor's insurer and Lender to exchange all relevant information related to any contract of insurance required by this Security Instrument.

21. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. RECONVEYANCE. When Grantor has paid the Secured Debts in full and all underlying agreements have been terminated, Lender will request in writing that Trustee release the Security Instrument and will produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee will release this Security Instrument and reconvey the property without further inquiry or liability.

23. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee in accordance with M.C.A. 71-1-306(2). The successor trustee without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

24. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

25. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR SECURITY INSTRUMENT. Grantor and Lender request the holder of any mortgage, deed of trust, or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on this Security Instrument of any default under the superior encumbrance and of any sale or other foreclosure action.

26. AREA OF PROPERTY. The area of the Property is not more than 40 acres.

27. APPLICABLE LAW. This Security Instrument is governed by the laws of Montana, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

28. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

29. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

30. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

31. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail

Jeff D Younkin

Montana Trust Indenture (MT)

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GDY
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to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

Jeff D Younkin Date 7-17-15
Jeff D Younkin

Tabitha R Banner Date 7/17/15
Tabitha R Banner

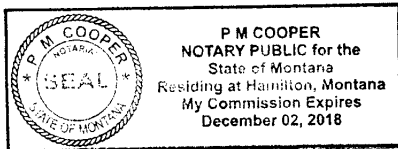
ACKNOWLEDGMENT.

STATE OF MONTANA, COUNTY OF RAVALLI ss.

This instrument was acknowledged before me this 17th day of July 2015 by Jeff D Younkin , and Tabitha R Banner .

My commission expires:

[Signature]
Notary Public for the State of Montana
Residing at: _____



P.M. COOPER
NOTARY PUBLIC for the State of Montana
Residing at Hamilton, Montana

REQUEST FOR RECONVEYANCE

(Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Security Instrument. Said note or notes, together with all other indebtedness secured by this Security Instrument, have been paid in full. You are hereby directed to cancel this Security Instrument, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Security Instrument to the person or persons legally entitled thereto.

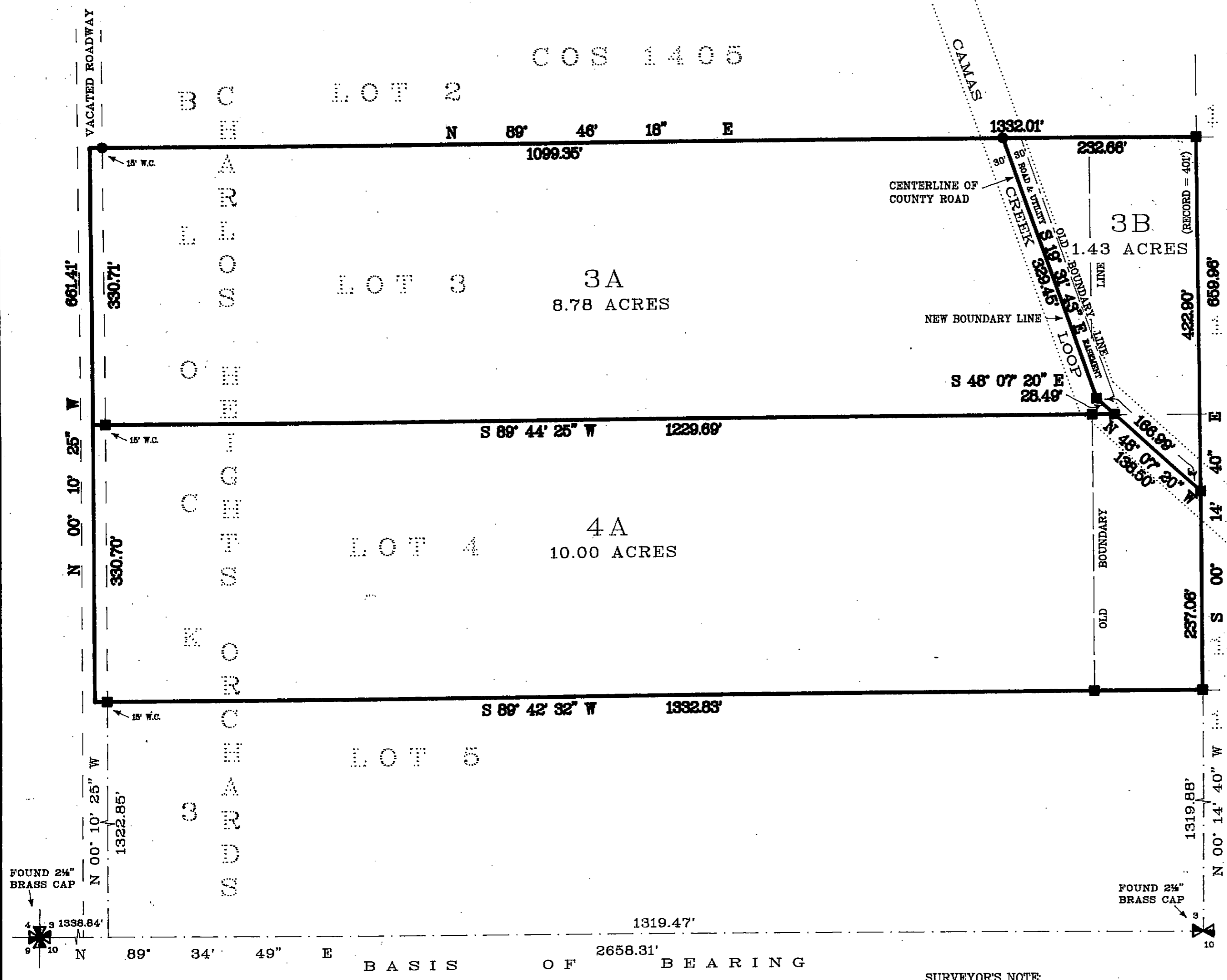
.....
(Authorized Lender Signature) (Date)

Loan origination organization Bitterroot Valley Bank dba Ravalli County Bank
NMLS ID 677399
Loan originator Alicia Carter
NMLS ID 747723

AMENDED SUBDIVISION PLAT

PURPOSE: RELOCATION OF COMMON BOUNDARIES
 OWNERS: GEORGE G. ELSE & BETTY J. ELSE and
 ANDREW K. ELSE

A PORTION OF LOTS
 3 & 4, BLOCK 3, CHARLOS
 HEIGHTS ORCHARDS,
 A PLATTED SUBDIVISION OF
 RAVALLI COUNTY, MONTANA



CERTIFICATION OF LANDOWNER

I, (we), the undersigned property owners do hereby certify that we have caused to be surveyed, subdivided and platted into lots, streets, and roads, as shown by the plat hereto annexed, the following described land in Ravalli County, Montana to-wit;

A tract of land described as being Lots 3 & 4 of Block 3, Charlos Heights Orchards, a platted subdivision of Ravalli County, Montana, and that portion of vacated roadway lying West of said Lots 3 & 4, containing 20.21 acres, gross and net, and all according to Amended Subdivision Plat No. _____

Subject to any easements shown, also subject to all easements of record and as apparent upon the ground.

The above tract of land is to be known and designated as Amended Subdivision Plat No. _____, and that no land is being dedicated to the public.

We further certify that the purpose of this survey is to relocate common boundaries of existing lots in a platted subdivision, fewer than six lots are affected, and no additional lots are hereby created; therefore, this survey is exempt from review as a subdivision pursuant to Section 76-3-207-1-E, MCA and that this division is made to correct errors in construction where buildings or shrubs may encroach upon the neighboring property; therefore, this division of land is exempt from review by the Department of Health and Environmental Sciences pursuant to ARM 16.16.605 (2) (b).

X Andrew K. Else X
 X George G. Else X Betty J. Else

Subscribed and sworn before me this 15th day of December 1993

personally appeared Andrew K. Else
 known to me to be the person(s) whose name(s) is (are) subscribed to this instrument.

Lori Sande
 NOTARY PUBLIC FOR THE STATE OF MONTANA
 residing at Victor, MT
 my commission expires 10-31-97

Subscribed and sworn before me this 18th day of December 1993

personally appeared George G. Else and Betty J. Else
 known to me to be the person(s) whose name(s) is (are) subscribed to this instrument.

Thomas L. Lund
 NOTARY PUBLIC FOR THE STATE OF MONTANA
 residing at Victor, MT
 my commission expires June, 1996

CERTIFICATE OF SURVEYOR
 I hereby certify that this plat is a true representation of a survey, done under my supervision during the month of October 1993.

Denis Applebury Date 22 Dec 93
 DENIS APPLEBURY, PROFESSIONAL LAND SURVEYOR, MONTANA REGISTRATION NO. 37015

X Denis Applebury
 EXAMINING LAND SURVEYOR

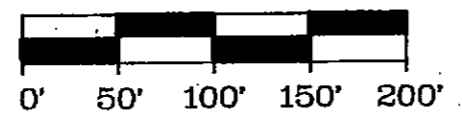
STATE OF MONTANA COUNTY OF RAVALLI 376363
 FILED DECEMBER 27, 1993 11:38AM AMENDED PLAT 656
 Betty J. Lund CLERK AND RECORDER BY Linda D. Beisel DEPUTY
 Fee \$46.50

SURVEYOR'S NOTE:
 In the early 1900's, Frank J. Lahl purchased Lot 4, Block 3, Charlos Heights, a platted subdivision of Ravalli County, Montana. In 1927 (see Book of Deeds 74, page 381) Ravalli County repossessed the West 9 acres of said Lot 4 for delinquent taxes. The result of this action left Frank J. Lahl holding the remaining East 1 acre of said Lot 4. Although no taxes have been paid to Ravalli County on said East 1 acre since then, I could find no official action taken by Ravalli County to repossess said East 1 acre. In November, 1993 (see Book of Deeds 206, page 200) Ravalli County did in fact make an attempt to correct the oversight from the original tax deed. Based on this deed, I have included the East 1 acre of said Lot 4 in this survey. However, future buyers may wish to seek legal counsel of commitment from a title company as to the actual standing of title.

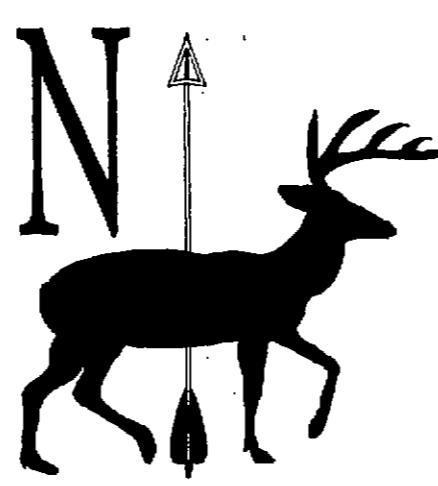
1/4	SEC	T	R
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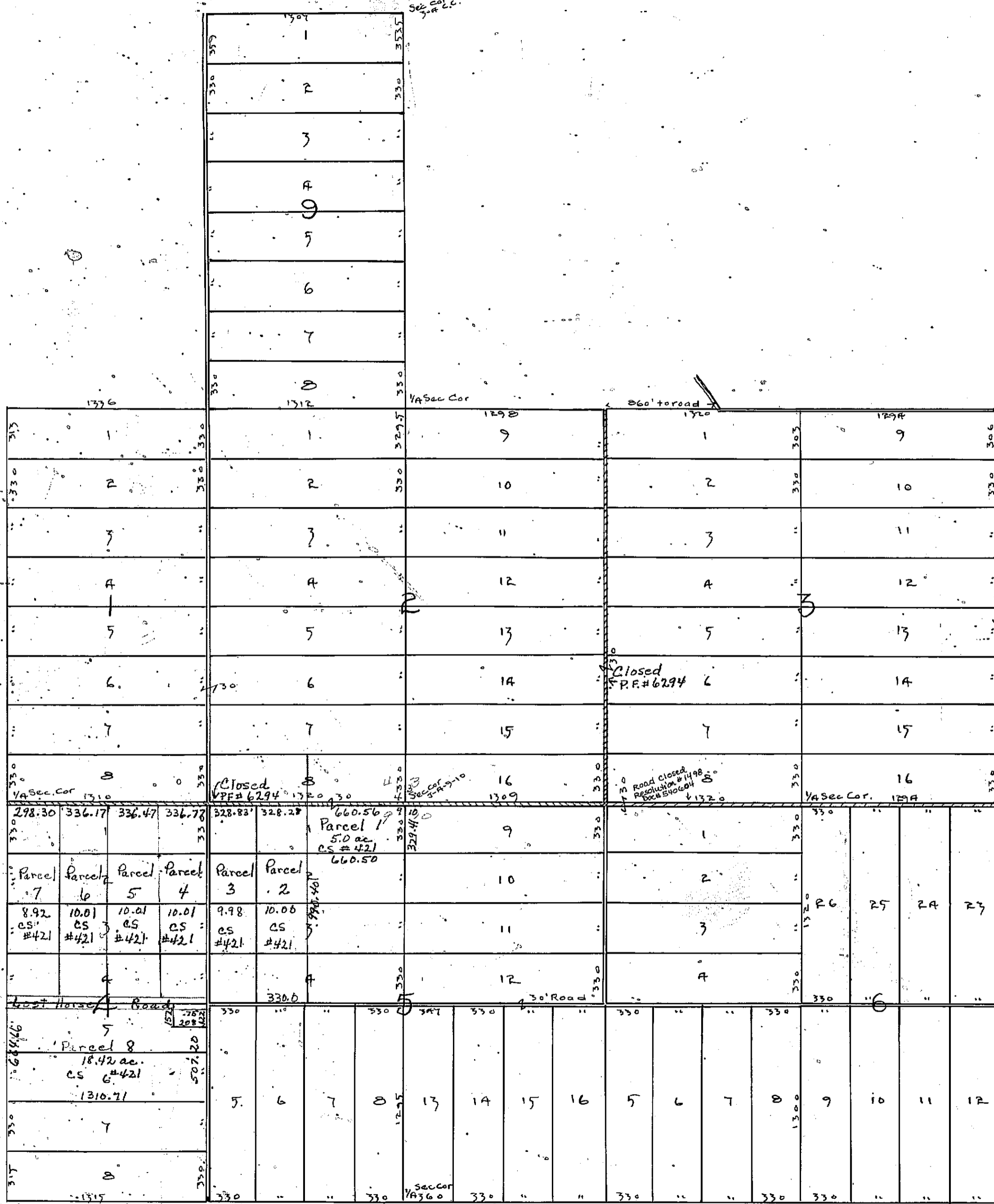
I CERTIFY THAT I RECEIVED AND FILED THIS INSTRUMENT ON THIS _____ DAY OF _____, 19____, AT _____ O'CLOCK _____ M., BY _____ CLERK AND RECORDER DEPUTY
AMENDED SUBDIVISION PLAT NO. 656.
 SANITARY APPROVAL # 2697
 RAVALLI COUNTY, MONTANA

PREPARED BY
Applebury Survey
 DENIS APPLEBURY
 PROFESSIONAL LAND SURVEYOR
 914 HWY 93 VICTOR, MT. 59875
 (406) 981-3267



- FOUND 1 1/4" ALUMINUM CAP
- SET 3/8" REBAR W/ 1 1/2" PLASTIC CAP





I, Grant Van Sant do hereby certify and declare that I have caused to be surveyed, subdivided and platted into, lots, blocks, streets, and alleys as shown by the plat and certificate of survey hereunto annexed the following described tract of land to-wit:-

The east half of the southwest quarter (E¹SW⁴) and the west half of the Southeast quarter (W²SEA) of Section (3) Three. The South west quarter of the South west quarter (SW⁴SW⁴) Section (3) and the South half of the South east quarter (S²SEA) and the North west quarter of the South east quarter of Section (4). The Northeast quarter (NE⁴) of Section (9); The Northwest quarter of Section (10) The Northeast quarter (NE⁴) of Section (10) except that portion of the same described as follows. Commencing at a point (30) Ft. South of the Northeast corner; running thence W 266.5 thence South 750 ft; thence S. 68° 10' E 2261.7 ft. thence East 569 ft. thence North 1591.1 ft to point of beginning, said portion excepted containing 77.2. acres. The Northeast quarter of the Southeast quarter (NE⁴SEA) of Section (10) The Northwest quarter of the Southwest quarter (NW⁴SW⁴) of Section (11) Lots numbered 2 and 3 of Section 11. The East half of the North east quarter (E¹NE⁴) and the Northeast quarter of the Southeast quarter (NE⁴SEA) of Section (4) and the Northwest quarter of the South west quarter (NW⁴SW⁴) of Section (3) All the above described tracts being situated in Township 4 North, Range 21 West of Montana Principal Meridian, to be known and designated as CHARLES HEIGHTS ORCHARDS, and the lands included in all streets and alleys shown on said plat are hereby granted and donated to the use of the public forever.

Dated this 6th day of April - 1909

(Signed) Grant Van Sant.

State of Minnesota } ss.
County of Hennepin }

On this 6th day of April in the year 1909, before me Fred L. Shepard a Notary Public in and for the State of Minnesota residing at Minneapolis Minnesota, personally appeared Grant Van Sant known to me to be the owner of the above described tract of land and acknowledged to me that he executed the same.

In witness whereof I have here unto set my hand and affixed my official seal at my office in the city of Minneapolis, County of Hennepin, State of Minnesota, this the day and year herein first above written

(Signed) Fred L. Shepard,

Notary Public, Hennepin County Minnesota.
My commission expires May 31st 1914
(Seal)

I, Robert Sibley, do solemnly swear, that I have made a careful survey, of the property as shown on the enclosed plat in accordance with Chap. VI Part IV Title III of the revised Statutes of Montana, and that to the best of my knowledge and belief the said plat is correct, and survey having been executed during the month of March 1909.

(Signed) Robert Sibley

Subscribed and sworn to before me this 3rd day of April, 1909.

(Signed) Joseph Skoll
Notary Public for the state of Montana
residing at the city of Missoula.
My commission expires March 22 - 1912.
(Seal)

This plat is hereby approved this 17th day of June 1909

(Signed) O. C. Cooper,
Jos Appollonio,
Jany S. Treese
County Commissioners

I certify that I received and filed this instrument on this 24th day of April 1909 at 10⁰⁶ o'clock A.M.
(Signed) Geo. A. Reese
County Recorder

Charles Heights Orchards

CHARLES HEIGHTS ORCHARDS.

Tax Year: 2024

Scale: 1:15024.68 Basemap: Imagery Hybrid



Summary

Primary Information

Property Category: RP

Subcategory: Agricultural and Timber Properties

Geocode: 13-1273-03-2-01-01-0000

Assessment Code: 0001218400

Primary Owner:

YOUNKIN JEFF D
505 CAMAS CREEK LOOP
HAMILTON, MT 59840-9723
Note: See Owners section for all owners

Property Address:

505 CAMAS CREEK LOOP
HAMILTON, MT 59840

Certificate of Survey:

Legal Description: CHARLOS HEIGHTS ORCHARD NO 1, S03, T04 N, R21 W, ACRES 32.47, PT 3 & 4 BLK 3 AMEND SUB PLAT #656 LOT 3B E OF CO RD LOT 2 BLK 3 LOTS 10 TO 12 BLK 3

Last Modified: 10/4/2024 18:4:17 PM

Tax Year: 2024

General Property Information

Neighborhood: 213.829.0	Property Type: FARM_R - Farmstead - Rural
Living Units: 2	Levy District: 13-4739-9-5
Zoning:	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: 0	Limited: 0

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	3.884	330
Fallow	0	0
Irrigated	27.586	14950
Continuous Crop		
Wild Hay	0	0
Farmsite	1	2003
ROW	0	0
NonQual Land	0	0
Total Ag Land	32.47	17283
Total Forest Land	0	0
Total Market Land	0	0

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
3/27/2024			3/28/2024	794868	Quit Claim Deed
12/5/2012			12/5/2012	661/361	Warranty Deed
7/3/1997	222	882	N/A		
12/31/1993	206	935	N/A		

Owners

Tax Year: 2024

Party #1

Default Information:	YOUNKIN JEFF D 505 CAMAS CREEK LOOP HAMILTON, MT 59840-9723
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	4/5/2024 14:41:21 PM

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2024	17283	375290	392573	COST
2023	17283	341020	358303	COST
2022	17437	259480	276917	COST

Market Land

No market land exists for this parcel

Dwellings

Dwelling #1

Dwelling Information

Dwelling Type	Style	Year Built
SFR	08 - Conventional	1912
Residential Type: SFR	Style: 08 - Conventional	
Year Built: 1912	Roof Material: 10 - Asphalt Shingle	
Effective Year: 1990	Roof Type: 3 - Gable	
Story Height: 1.5	Attic Type: 0 - None	
Grade: 5	Exterior Walls: 1 - Frame	
Class Code: 3110	Exterior Wall Finish: 6 - Wood Siding or Sheathing	
Year Remodeled: 2008	Degree Remodeled: n/a	

Mobile Home Details

Manufacturer: n/a	Serial #: n/a
Width: n/a	Length: n/a
Model: n/a	

Basement Information

Tax Year: 2024

Foundation: 2 - Concrete
Daylight: N
Quality: n/a

Finished Area: n/a
Basement Type: 2 - Part

Heating/Cooling Information

Type: Central

System Type: 5 - Forced Air

Fuel Type: 4 - Electricity

Heated Area: n/a

Living Accomodations

Bedrooms: 5

Family Rooms: n/a

Full Baths: 2

Half Baths: n/a

Addl Fixtures: 4

Additional Information

Fire Places
Stories: 1.0
Openings: 1

Stacks: 1
Prefab/Stove: n/a

Garage Capacity: n/a

Cost & Design: n/a

Flat Add: n/a

% Complete: n/a

Description: n/a

Dwelling Ammenities

View: n/a

Access: n/a

Area Used in Cost

Basement: 700

Addl Floors: n/a

First Floor: 1642

Second Floor: n/a

Half Story: 507

Unfinished Area: n/a

Attic: n/a

SFLA: 2149

Depreciation Information

CDU: n/a

Physical Condition: Good (8)

Desirability
Property: Good (8)

Location: Good (8)

Depreciation Calculation

Age: 32

Pct Good: 0.76

RCNLD: 259570

Additions / Other Features

Lower Addtns	First	Second	Third	Area	Year	Cost
	34 - Deck, Concrete			541	0	3197
	11 - Porch, Frame, Open			48	0	2617
	11 - Porch, Frame, Open			208	0	11342

No additional features exist for this property

Tax Year: 2024

Other Buildings

Outbuilding/Yard Improvement #1

Type: Ag	Description: RRS1 - Shed, Frame
Quantity: 1	Year Built: 1940
Grade: L	Condition: Res Fair
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 10	Length: 24
Size/Area: 240	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #2

Type: Ag	Description: RRS1 - Shed, Frame
Quantity: 1	Year Built: 1940
Grade: L	Condition: Res Fair
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 8	Length: 8
Size/Area: 64	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #3

Type: Ag	Description: AAP2 - Pole Frame Bldg, 4 sides closed, wood
Quantity: 1	Year Built: 1980
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 11	Length: 14
Size/Area: 154	Height: n/a
Bushels: n/a	Circumference: n/a

Tax Year: 2024

Outbuilding/Yard Improvement #4

Type: Ag	Description: AAR1 - Granary
Quantity: 1	Year Built: 1970
Grade: L	Condition: Res Fair
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 12	Length: 12
Size/Area: 144	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #5

Type: Ag	Description: RLA1 - Living Area (Sqft)
Quantity: 1	Year Built: 1977
Grade: G	Condition: Res Good
Functional: 3-Normal	Class Code: 3110
Dimensions	
Width/Diameter: 20	Length: 30
Size/Area: 600	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #6

Type: Ag	Description: AAP4 - Pole Frame Bldg, 1 side open, wood
Quantity: 1	Year Built: 1985
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 14	Length: 23
Size/Area: 322	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #7

Type: Ag	Description: AAB2 - Standard Barn
Quantity: 1	Year Built: 1940
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 30	Length: 40
Size/Area: 1200	Height: n/a
Bushels: n/a	Circumference: n/a

Tax Year: 2024

Outbuilding/Yard Improvement #8

Type: Ag	Description: AAP4 - Pole Frame Bldg, 1 side open, wood
Quantity: 1	Year Built: 1980
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 18	Length: 40
Size/Area: 720	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #9

Type: Ag	Description: RRG1 - Garage, frame, detached, finished
Quantity: 1	Year Built: 1977
Grade: 4	Condition: Res Average
Functional: 3-Normal	Class Code: 3110
Dimensions	
Width/Diameter: 30	Length: 32
Size/Area: 960	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #10

Type: Ag	Description: AAR1 - Granary
Quantity: 2	Year Built: 1980
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 12	Length: 12
Size/Area: 144	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #11

Type: Ag	Description: AA11 - Implement Shed, frame
Quantity: 1	Year Built: 1935
Grade: L	Condition: Res Fair
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 28	Length: 35
Size/Area: 980	Height: n/a
Bushels: n/a	Circumference: n/a

Tax Year: 2024

Outbuilding/Yard Improvement #12

Type: Ag	Description: RRS1 - Shed, Frame
Quantity: 1	Year Built: 1980
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3110
Dimensions	
Width/Diameter: 18	Length: 28
Size/Area: 504	Height: n/a
Bushels: n/a	Circumference: n/a

Commercial

No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land Item #1

Acre Type: G - Grazing Class Code: 1601	Irrigation Type: n/a Timber Zone: n/a
Productivity	
Quantity: 0.132 Units: AUM/Acre	Commodity: Grazing Fee
Valuation	
Acres: 1.947 Value: 71	Per Acre Value: 36.41

Ag/Forest Land Item #2

Acre Type: G - Grazing Class Code: 1601	Irrigation Type: n/a Timber Zone: n/a
Productivity	
Quantity: 0.485 Units: AUM/Acre	Commodity: Grazing Fee
Valuation	
Acres: 1.937 Value: 259	Per Acre Value: 133.59

Tax Year: 2024

Ag/Forest Land Item #3

Acre Type: I - Irrigated
Class Code: 1101

Irrigation Type: n/a
Timber Zone: n/a

Productivity

Quantity: 1.559
Units: Tons/Acre

Commodity: Alfalfa

Valuation

Acres: 22.996
Value: 12314

Per Acre Value: 535.47

Ag/Forest Land Item #4

Acre Type: I - Irrigated
Class Code: 1101

Irrigation Type: n/a
Timber Zone: n/a

Productivity

Quantity: 3.118
Units: Tons/Acre

Commodity: Alfalfa

Valuation

Acres: 4.59
Value: 2636

Per Acre Value: 574.38

Ag/Forest Land Item #5

Acre Type: FSA - Farmsite on agricultural land
Class Code: 2001

Irrigation Type: n/a
Timber Zone: n/a

Productivity

Quantity: n/a
Units: n/a

Commodity: N/A

Valuation

Acres: 1
Value: 2003

Per Acre Value: 2003

Easements

No easements exist for this parcel

Disclaimer

Tax Year: 2024

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Date: _____

Your Name: _____ Office: _____ Sales Price: _____

Address: _____ Phone: _____ Fax: _____

Email: _____ Will Flying S Title & Escrow be handling the closing? Yes No

Realtor Information

Commission Split: _____ % Listing Office: _____ % Selling Office: _____ %

Listing Agent: _____ Office: _____ Phone: _____

Selling Agent: _____ Office: _____ Phone: _____

Need by Date: _____ Est. Closing Date: _____ Earnest Money: _____

Property Address: _____

Legal Description or Tax ID No. _____

Seller:

Name

Name

Name

Mailing Address

City State Zip

Phone: _____ Fax: _____

Email: _____

Lender Information

Lender

Address

City State Zip

Attorney Information

Attorney

Address

City State Zip

Buyer/Borrower:

Name

Name

Name

Mailing Address

City State Zip

Phone: _____ Fax: _____

Email: _____

Email

Phone: _____ Fax: _____

Email

Phone: _____ Fax: _____

Special Notes: _____

Preparing Your Home FOR SALE

First impressions have major impact on potential Buyers. Try to imagine what a potential Buyer will see when they approach your house for the first time and walk through each room. Ask your Real Estate Agent for advice; they know the marketplace and what helps a home sell. Here are some tips to present your home at its best:

INTERIOR

Clean:

- Doors
- Windows
- Light switches
- Baseboards
- Chair rails
- Carpets
- Draperies

Paint:

- Paint/repaint rooms in neutral colors as needed

Other Tasks:

- Remove/pull back dark curtains
- Lubricate squeaky door hinges
- Clean ceiling fans
- Check for cobwebs in all corners
- Fix scratches in wooden floors
- Repair/replace broken flooring
- Use area rugs, if needed
- Empty wastebaskets
- Make beds
- Fluff or replace accent pillows

KITCHEN

- Keep dishes and food out of sight
- Clean appliances
- Sweep/Mop
- Clean light fixtures
- Test electrical outlets
- Eliminate cooking odors
- Deodorize garbage disposal, dishwasher, and refrigerator
- Clean cupboards and under sink
- Replace garbage disposal gasket to reduce noise

BATHROOMS

- Remove soap residue, mildew, and mold from surfaces
- Clean out cabinets; remove nonessentials
- Keep fresh, clean towels on towel rack
- Clean/lubricate shower door
- Replace shower curtain
- Clean exhaust fan, heater; replace if broken or noisy
- Clean out area behind washer/dryer
- Eliminate any mildew odors

CLOSETS

- Keep closets clean and free of clutter
- Throw out or pack away nonessentials
- Eliminate any signs of dampness
- Check for and eliminate cracks

GARAGE | CARPORT | SHED

- Clean and unclutter
- Adjust tension rod to eliminate sag from garage door
- Put away tools
- Clear any cobwebs
- Remove oil/paint stains from floor
- Lubricate/adjust/repair garage door opener
- Vacuum
- Replace filter
- Clean intake vent

EXTERIOR

Replace, repair, paint:

- Plaster
- Wood siding
- Trim
- Rain gutters
- Shutters
- Doors
- Draperies
- Window frames
- Screen
- Water spigots
- Street numbers on house
- Fences/gates
- Outdoor lighting

Clean:

- Siding
- Windows/screen
- Pet droppings
- Outdoor BBQ
- Pool/spa
- Service areas/trash cans
- Haul away garbage/debris
- Straighten woodpile
- Test doorbell
- Clean oil stains from driveway

ADDITIONAL TIPS

Clean everything

Cleanliness signals to a Buyer that the home has been well cared for and is most likely in good repair. A messy home will cause Buyers to notice every flaw.

Unclutter your home

The less “stuff” in and around a home, the roomier it will seem.

Let the light in

Open the blinds. Put brighter bulbs in all the lamps. Bright, open rooms feel larger and more inviting.

Let some fresh air in

If the weather is nice, open the windows. Fresh flowers and potpourri can also be used to your advantage.

Send the kids to Grandma's

Or take them on a walk around the block. Active children can be distracting to someone viewing a home.

Paint

There's nothing that improves the value of a home more than a few cans of paint. And it's so often easier to paint a room than it is to scrub it. Stick with neutral colors.

Keep the noise down

Turn off TV and turn on soft instrumental background music.

Whatever It Takes



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ESCROW PROCESS: *Start to Finish*



STEP 1

Signed contract provided to Buyer's Lender - Buyer receives loan estimate from Lender

STEP 2

Escrow opened & title commitment issued - the commitment is based on a search of the public records & includes a chain of ownership

STEP 3

Flying S works to remove lien & encumbrances listed on Title Commitment to provide "clear title"

STEP 6

Loan documents & instructions delivered to Flying S

STEP 5

Buyer receives closing disclosure from Lender 3 days prior to closing or consummation

STEP 4

Inspections & appraisals ordered - inspection reports sent to applicable parties & appraisal sent to Lender for review

STEP 7

Escrow closing documents compiled by Flying S

STEP 8

Appointments set for both Buyer & Seller

STEP 9

The Closing: Loan & escrow documents signed by Buyer with assistance from Escrow Officer

STEP 12

Loan documents returned to Lender for review & approval

STEP 11

The Closing: Seller signs required documents for transfer of property

STEP 10

The Closing: Buyer deposits required "good funds" with Flying S

STEP 13

Lender "funds loan" (sends loan proceeds to escrow) & gives authorization to record

STEP 14

Flying S records documents - after recording confirmed funds are disbursed



Whatever It Takes





7 reasons

Why Every Homebuyer Needs Owner's Title Insurance

Buying a home is an exciting and emotional time for many people. To help you buy your home with more confidence, make sure you get Owner's Title Insurance. **Here's why it's so important for you:**

1 PROTECT YOUR LARGEST INVESTMENT

A home is probably the single largest investment you will make in your life. You insure everything else that's valuable to you—your life, car, health, pets, etc., so why not your largest investment? For a one-time fee, Owner's Title Insurance protects your property rights for as long as you or your heirs own your home.

2 REDUCES YOUR RISK

If you're buying a home, there are many hidden issues that may pop up only after you purchase your home. Getting an Owner's Title Insurance Policy is the best way to protect yourself from unforeseen legal and financial title discrepancies. Don't think it will happen to you? Think again.

3 YOU CAN'T BEAT THE VALUE

Owner's Title Insurance is a one-time fee that's very low relative to the value it provides. It typically costs around 0.5% of the purchase price.

4 COVERS YOUR HEIRS

As long as you or your heirs own your home, Owner's Title Insurance protects your property rights.

Unexpected title claims include:

- outstanding mortgages and judgments, or a lien against the property because the Seller has not paid his taxes
- pending legal action against the property that could affect you
- an unknown heir of a previous owner who is claiming ownership of the property

5 NOTHING COMPARES

Homeowners insurance and warranties protect only the structure and belongings of your home. Getting Owner's Title Insurance ensures your family's property rights stay protected.

6 SELLERS PAY IT FORWARD

The Seller generally pays for the Buyer's Owner's Title Insurance Policy, providing you with the same protection and peace of mind they received when they bought the property.

7 PEACE OF MIND

If you're buying a home, Owner's Title Insurance lets you rest assured, knowing that you're protected from inheriting any existing debts or legal problems, once you've closed on your new home.

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FIGHTING FRAUD ONE WIRE AT A TIME



Every day, hackers try to steal money by emailing fake wire instructions. Criminals will use a similar email address and steal a logo and other information to make it look like the email came from your Real Estate Agent or Title Company. **You can protect yourself and your money by following these steps:**



BE VIGILANT

CALL, DON'T EMAIL. Confirm your wiring instructions by phone using a known number before transferring funds. Don't use phone numbers or links from an email.

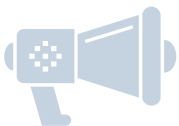
BE SUSPICIOUS. After initial wire instructions have been sent, it's uncommon for title companies to change these instructions. At Flying S, our wire instructions will not change.



PROTECT YOUR MONEY

CONFIRM EVERYTHING. Ask your bank to confirm the name on the account before sending a wire.

VERIFY IMMEDIATELY. Within four to eight hours, call Flying S Title & Escrow or your Real Estate Agent to confirm they received your money.



WHAT TO DO IF YOU'VE BEEN TARGETED

IMMEDIATELY call your bank and ask them to issue a recall notice for your wire.

REPORT the crime to www.IC3.gov.

CALL your regional FBI office and police.

DETECTING that you sent money to the wrong account within 24 hours is the best chance of recovering your money.

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LAND FOR SALE

VACANT PROPERTY SCAM

Elements of the fraud typically include:

- The land is vacant.
- The owner's mailing address on the property tax bill is in another state.
- The Seller refuses to meet "face-to-face" even by video call.
- Photo IDs are barely legible.
- The Seller looks to sell the property fast, often for cash and below market.
- Private notaries are obtained by the Seller, not the title company.
- The Seller is unfamiliar with the property including HOAs, access, or similar development constraints.

Take action!

Verify that the Seller matches the person on the land deed. This can include:

- Verifying signatures match
- Validating a photo ID
- Use identity authentication services
- Contact the owner using the information from the county tax records

Watch out for common red flags such as:

- Seller is traveling and must do everything by email.
- Seller has a family emergency requiring a cash sale for substantially less than full price.
- Email address and phone number is from a foreign country.
- Seller makes excuses or applies pressure to get the deal done, even when not returning paperwork.

If you fall victim:

Immediately call your regional FBI office and police, and report the crime to www.IC3.gov.



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