



STATE OF MONTANA RAVALLI COUNTY Page: 1 of 21
 DOCUMENT: 777856 DEED OF TRUST
 RECORDED: 7/15/2022 11:14:37 AM
 Regina Plettenberg, CLERK AND RECORDER
 Fee \$168.00 By *Jura Marney* Deputy

After Recording Return To:
 Rocket Mortgage, LLC
 1050 Woodward Ave
 Detroit, MI 48226-1906
 (313) 373-0000

[Space Above This Line For Recording Data]

72531509-8346378

DEED OF TRUST
 Trust Indenture Under the Small Tract Financing Act of Montana

Gifford
 Loan #: 3508206899
 MIN: 100039035082068890
 MERS Phone: 1-888-679-6377
 PIN: 1468-05-2-01-43-0000

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 11, 2022, together with all Riders to this document.
- (B) "Borrower" is Charles William Gifford, Jr., a married man. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Rocket Mortgage, LLC. Lender is a Limited Liability Company organized and existing under the laws of the State of Michigan. Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Old Republic National Title Insurance Company.
- (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 July 11, 2022. The Note states that Borrower owes Lender Three Hundred Eighty-Eight Thousand And 00/100 Dollars (U.S. \$388,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments

Rocket Mortgage, LLC (NMLS #: 3030) | Rocket Mortgage, LLC (NMLS #: 3030) | Michael T Williams (License #: 2127119, NMLS #: 2127119)



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and to pay the debt in full not later than August 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, any prepayment charges and 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
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify] **MERS Rider**
- Second Home Rider
- Biweekly Payment Rider

(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) "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

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MONTANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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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 Ravalli: See Exhibit "A"- Legal Description Hereto and Made a Part Hereof. Subject to Covenants of Record. which currently has the address of 344 Harold Ln, Corvallis, MT 59828-9455 ("Property Address"):

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 seized of the estate hereby conveyed and has the right to 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, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges 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 15. 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

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 1468-05-2-01-43-0000

Land situated in the County of Ravalli in the State of MT

A PARCEL OF LAND IN THE NE1/4 SE1/4 OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 20 WEST, P.M.M.,
RAVALLI COUNTY, MONTANA, AND BEING MORE PARTICULARLY DESCRIBED AS PARCEL C-2,
CERTIFICATE OF SURVEY NO. 486543-F.

Commonly known as: 344 Harold Ln, Corvallis, MT 59828-9455

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR
INFORMATIONAL PURPOSES.