



STATE OF MONTANA RAVALLI COUNTY Page: 1 of 9
 DOCUMENT: 786998 TRUST INDENTURE
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 59840

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 TrailWest Bank, PO Box 150, Hamilton,
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TRUST INDENTURE
 (With Future Advance Clause)

DATE AND PARTIES. The date of this Trust Indenture (MT) (Security Instrument) is May 9, 2023. The parties and their addresses are:

GRANTOR:

CHARLES WILLIAM GIFFORD, JR.
 By attorney in fact Diana Lynn Gifford
 344 Harold Ln
 Corvallis, MT 59828

TRUSTEE:

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

LENDER:

TRAILWEST 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. Line of Credit. "Line of Credit" 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:

A parcel of land in the NE¼SE¼ of Section 5, Township 6 North, Range 20 West, P.M.M., Ravalli County, Montana, being more particularly described as Parcel C-2, Certificate of Survey No. 486543-F.

TOGETHER WITH a 60 foot wide private road and utilities easement as shown on Certificate of Survey No. 486543-F.

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 Montana Trust Indenture (MT)
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TOGETHER WITH Easement Agreement for irrigation purposes as recorded in Document No. 514692.

ALSO TOGETHER WITH an Irrigation Easement recorded in Document No. 514841.

The property is located in Ravalli County at 344 Harold Ln, Corvallis, Montana 59828. 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 \$25,000.00 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 AND FUTURE ADVANCES. 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 May 9, 2023, from Grantor to Lender, with a maximum credit limit of \$25,000.00 and maturing on May 15, 2028.

B. Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which 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. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. 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.

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