

BOOK 546 PAGE 1881

IT-34527

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WHEN RECORDED MAIL TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808031
PETALUMA, CA 94975-8031
DOC MANAGEMENT AU 054

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3027
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DEED OF TRUST

5287865-873

THIS DEED OF TRUST ("Security Instrument") is made on JUNE 30, 1998. The grantor is WILLIAM L. FOLEY

("Borrower"). The trustee is INSURED TITLES, INC.

("Trustee"). The beneficiary is NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE, and whose address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVEN THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$ 107,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 01, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 MISSOULA County, Montana;

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

which has the address of 32455 BIBLE LANE, ALBERTON [Street, City],
Montana 59820 [Zip Code] ("Property Address");

MONTANA - Single Family - FNMA/FHLMC UNIFORM
6H(MT) INSTRUMENT Form 3027 9/90
VMP MORTGAGE FORMS - (800)521-7281
Amended 12/93
Page 1 of 6
Initials: *WLF*



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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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 otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and by Borrower, this Security Instrument and the obligations secured hereby shall continue unchanged. Upon reinstatement Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
21. **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 paragraph 17 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 paragraph 21, 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.

BOOK 546 PAGE 1887

A tract of land located in Government Lot 19, Section 1, Township 14 North, Range 23 West, P.M.M., Missoula County, Montana, more particularly described as follows:

Commencing at the section corner common to Sections 1, 2, 11 and 12, Township 14 North, Range 23 West, said corner being the true point of beginning of this description; thence N.0°59'W., a distance of 715.10 feet; thence N.89°01'E., a distance of 425.97 feet; thence N.0°59'W., a distance of 147.43 feet to a point on the Southerly Burlington Railroad right-of-way line; thence in a southeasterly direction along said railroad right-of-way on a 2°30' curve to the left, an arc length distance of 169.30 feet; thence continuing along said railroad right-of-way line S.69°32'48"E., a distance of 177.83 feet; thence S.20°27'12"W., a distance of 150.00 feet; thence S.69°32'48"E., a distance of 430.00 feet; thence S.0°56'E., a distance of 513.34 feet; thence S.89°04'W., a distance of 1310.85 feet to the point of beginning, as shown on Deed Exhibit No. 3045.

Recording reference in Book 190 at Page 1988 Micro Records.

AHMT
610

5287865-873

ACKNOWLEDGMENT OF RIGHT TO EXECUTE ON HOMESTEAD UPON FORECLOSURE

Grantor: WILLIAM L. FOLEY

Lender: NORTH AMERICAN MORTGAGE COMPANY

Grantor (who may be known as Borrower or Mortgagor) and Lender (who may be known as Beneficiary or Mortgagee) have entered into a Deed of Trust or Mortgage, dated JUNE 30, 1998 covering the following described real property located in the County of MINERAL, State of Montana:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

With respect to the property described above, the following notice applies:

I ACKNOWLEDGE THAT THE REAL PROPERTY IN WHICH I AM GRANTING A LIEN IS NOT EXEMPT FROM EXECUTION AS A HOMESTEAD, BECAUSE UNDER MONTANA STATUTES, SECTION 70-32-202, IT IS SUBJECT TO EXECUTION OR FORCED SALE TO SATISFY A JUDGMENT OBTAINED ON DEBTS SECURED BY A MORTGAGE OR OTHER ENCUMBRANCE ON THE PREMISES.

This Waiver is dated JUNE 30, 1998

William L. Foley
WILLIAM L. FOLEY

State of Montana
County of MINERAL

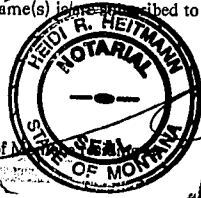
On this 30th day of June in the year 1998, before me

Heidi R. Heitmann

, personally appeared

WILLIAM L. FOLEY, ,

to be the person(s) whose name(s) is/are described to the within instrument, and acknowledged to me that he/she/they executed the same.



Heidi R. Heitmann

Notary Public for the state of Montana
My Commission Expires:

NOTARY PUBLIC for the State of Montana
Residing at Missoula, Montana
My Commission Expires February 20, 2001

VMP-888(MT) (0305)

5/93

VMP MORTGAGE FORMS • (800)521-7281



NON 546 PAGE 1889

A tract of land located in Government Lot 19, Section 1, Township 14 North, Range 23 West, P.M.M., Missoula County, Montana, more particularly described as follows:

Commencing at the section corner common to Sections 1, 2, 11 and 12, Township 14 North, Range 23 West, said corner being the true point of beginning of this description; thence N.0°59'W., a distance of 715.10 feet; thence N.89°01'E., a distance of 425.97 feet; thence N.0°59'W., a distance of 147.43 feet to a point on the Southerly Burlington Railroad right-of-way line; thence in a Southeasterly direction along said railroad right-of-way on a 2°30' curve to the left, an arc length distance of 169.30 feet; thence continuing along said railroad right-of-way line S.69°32'48"E., a distance of 177.83 feet; thence S.20°27'12"W., a distance of 150.00 feet; thence S.69°32'48"E., a distance of 430.00 feet; thence S.0°56'E., a distance of 513.34 feet; thence S.89°04'W., a distance of 1310.85 feet to the point of beginning, as shown on Deed Exhibit No. 3045.

Recording reference in Book 190 at Page 1988 Micro Records.

'98 JUL 1 PH4:05

9816868

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 1 DAY OF Jul 1998 AT 4:05 O'CLOCK P M AND IT IS RECORDED IN VOL 546 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA ON PAGE 1889 FEE 54 PAID B RETURN TO Joe Trip, Ltd. Payne ADDRESS BY Chelle A. Orzell WITHESUANY HAND VICKIE M. ZEIER, COUNTY RECORDER DEPUTY DOC DT

THIS INSTRUMENT PREPARED BY:
WASHINGTON MUTUAL BANK, FA,
SUCCESSOR TO NORTH AMERICAN
MORTGAGE COMPANY
3883 AIRWAY DRIVE
SANTA ROSA, CA 95403
WHEN RECORDED RETURN TO:
HOMESIDE LENDING
7301 BAYMEADOWS WAY
JACKSONVILLE, FL 32256
ATTN: TANGERINE HARRISON MR-RA



200321212
Page: 1 of 2
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Bk-709 Pg-265

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18211238

POOL #: 475900

ASSIGNMENT OF DEED OF TRUST

\$107,200.00
Original Mortgage Amount

FOR VALUE RECEIVED, the undersigned as Beneficiary ("ASSIGNOR"), hereby grants, conveys, assigns and transfers to
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. its successors and assigns as nominee for
WASHINGTON MUTUAL BANK, FA, SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY its successors and assigns,

("ASSIGNEE"), P.O. BOX 2026, FLINT, MI 48501-2026

all beneficial interest under that certain Deed of Trust dated, **June 30, 1998**
executed by **WILLIAM FOLEY**

Grantor, to **INSURED TITLES, INC.**

Trustee, and recorded on **July 1, 1998**, Instrument No. **9816868**

Book **546**, Page **1881**, of official Records in the office of the County

Recorder of **MISSOULA** County, State of **MONTANA**

Property Address: **32455 BIBLE LANE, ALBERTON, MT 59820**

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: **July 1, 2002** **WASHINGTON MUTUAL BANK, FA, SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY**

BY: *Janet E Koenig*
STATE OF **FLORIDA**) **JANET E. KOENIG**
) SS. **VICE PRESIDENT**
COUNTY OF **DUVAL**)

On **July 1, 2002**, before me **SLADAN SINANOVIC**, a Notary Public
personally appeared **JANET E. KOENIG**, as **VICE PRESIDENT**

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature *Sladan Sinanovic*



Sladan Sinanovic (seal)
MY COMMISSION # CC809180 EXPIRES
February 14, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

AZ-ID-MT2 03/02 **HSL02A**

PAGE: 1

MIN 100054100000498502 MERS PHONE: 1-888-679-6377

18211238

5287865

BOOK 546 PAGE 1889

A tract of land located in Government Lot 19, Section 1, Township 14 North, Range 23 West, P.M.M., Missoula County, Montana, more particularly described as follows:

Commencing at the section corner common to Sections 1, 2, 11 and 12, Township 14 North, Range 23 West, said corner being the true point of beginning of this description; thence N.0°59'W., a distance of 715.10 feet; thence N.89°01'E., a distance of 425.97 feet; thence N.0°59'W., a distance of 147.43 feet to a point on the Southerly Burlington Railroad right-of-way line; thence in a Southeasterly direction along said railroad right-of-way on a 2°30' curve to the left, an arc length distance of 169.30 feet; thence continuing along said railroad right-of-way line S.69°32'48"E., a distance of 177.83 feet; thence S.20°27'12"W., a distance of 150.00 feet; thence S.69°32'48"E., a distance of 430.00 feet; thence S.0°56'E., a distance of 513.34 feet; thence S.89°04'W., a distance of 1310.85 feet to the point of beginning, as shown on Deed Exhibit No. 3045.

Recording reference in Book 190 at Page 1988 Micro Records.



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Page: 2 of 2
06/17/2003 09:49A
Bk-709 Pg-285

'98 JUL 1 PM 105

9816868

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 1 DAY OF Jul 1998 AT 4:05 O'CLOCK P M AND IT IS RECORDED IN VOL 546 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 1889 FEE 54 PAID B.
RETURN TO See Top last Page BY Debbie S O'Neil WITNESS MY HAND, VICKIE M. ZEIER, COUNTY RECORDER, DEPUTY DOC. DT

22

When Recorded Return To:
Nationwide Title Clearing
2100 Alt. 19 North
Palm Harbor, FL 34683

WAMU #: 8482112383
Wells#: 8482112383
Pool #: GNMA 00475900CD

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), WHOSE ADDRESS IS 64318 MILLER RD. , FLINT, MI 48501, (ASSIGNOR)**, by these presents does convey, grant, sell, assign, transfer and set over the described deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **WELLS FARGO BANK, NA, WHOSE ADDRESS IS 1 HOME CAMPUS , DES MOINES, IA 50328, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)**.

Said Deed of Trust dated 06/30/1998 , and executed by: **WILLIAM L FOLEY** to **NORTH AMERICAN MORTGAGE COMPANY** and recorded in Book 546 page 1881 Doc# in the office of the Recorder of **MISSOULA** County, MT .
SEE EXHIBIT "A" ATTACHED

dated: 04/25/2007
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)

BY: _____
BRYAN BLY ASST. VICE PRESIDENT

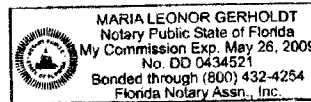
STATE OF FLORIDA COUNTY OF PINELLAS

I hereby certify that I know or have satisfactory evidence that **BRYAN BLY** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **ASST. VICE PRESIDENT** of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument. **THIS 25TH DAY OF APRIL IN THE YEAR 2007**

MARIA LEONOR GERHOLDT
Notary Public for said State and County

Prepared by: **J. Lesinski/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152**

_____ USB WNASN 7374147 KEN1412234 form5/FRMMT1



200710853
Page: 1 of 2
05/04/2007 01:22P
Missoula County Vickie M Zeiler AS **Bk-796 Pg-895**

Loan No: 8482112383

'EXHIBIT A'

A TRACT OF LAND LOCATED IN GOVERNMENT LOT 19, SECTION 1, TOWNSHIP 14 NORTH, RANGE 23 WEST P.M.M., MISSOULA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SECTION CORNER COMMON TO SECTION 1, 2, 11 AND 12, TOWNSHIP 14 NORTH, RANGE 23 WEST, SAID CORNER BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 0 DEGREES 59' W., A DISTANCE OF 715.10 FEET .10; THENCE N. 89 DEGREES 01' E. A DISTANCE OF 425.97 FEET; THENCE N. 0 DEGREES 59' W., A DISTANCE OF 147.43 FEET TO A POINT ON THE SOUTHERLY BURLINGTON RAILROAD RIGHT-OF-WAY LINE; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT, AN ARC LENGTH DISTANCE OF 169.30 FEET; THENCE CONTINUING ALONG SAID RAILROAD RIGHT-OF-WAY LINE S 69 DEGREES 32' 48' E., A DISTANCE OF 430.00 FEET; THENCE S. 0 DEGREES 56' E., A DISTANCE OF 513.34; THENCE S. 89 DEGREES 04' W., A DISTANCE OF 1310.85 FEET TO THE POINT OF BEGINNING, AS SHOWN ON DEED EXHIBIT NO. 3045 RECORDING REFERENCE IN BOOK 190 AT PAGE 1988 MICRO RECORDS.

Recording Requested By:
WELLS FARGO BANK, N.A.

When Recorded Return To:

ASSIGNMENT TEAM
WELLS FARGO BANK, N.A.
MAC: N9408-05C
PO BOX 1629
MINNEAPOLIS, MN 55440-1269



CORPORATE ASSIGNMENT OF DEED OF TRUST

Missoula, Montana
"FOLEY"

Date of Assignment: August 4th, 2023
Assignor: WELLS FARGO BANK, N.A. at 1 HOME CAMPUS, DES MOINES, IA 50328
Assignee: FREEDOM MORTGAGE CORPORATION at 951 YAMATO ROAD, SUITE 175, BOCA RATON, FL 33431

Executed By: WILLIAM L. FOLEY To: NORTH AMERICAN MORTGAGE COMPANY
Date of Deed of Trust: 06/30/1998 Recorded: 07/01/1998 in Book/Reel/Liber: 546 Page/Folio: 1881 In the County of Missoula, State of Montana.


Property Address: 32455 BIBLE LANE, ALBERTON, MT 59820

Legal: See Exhibit "A" Attached Hereto And By This Reference Made A Part Hereof

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$107,200.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

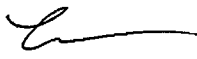
WELLS FARGO BANK, N.A.
On 8-10-2023

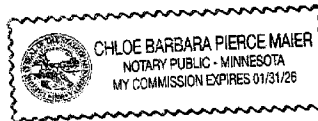
By: 
Rachel Tschida
Vice President Loan Documentation

STATE OF Minnesota
COUNTY OF Hennepin

This instrument was acknowledged before me, Chloe Barbara Pierce Maier, a Notary Public, on 8/10/2023 by Rachel Tschida as Vice President Loan Documentation of WELLS FARGO BANK, N.A..

WITNESS my hand and official seal,


Chloe Barbara Pierce Maier
Notary Expires: 1/31/2026



(This area for notarial seal)

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2
PREPARED BY: WELLS FARGO BANK, N.A.

*PN2*PN2WFEM*08/04/2023 03:18:03 PM* WFEM02WFEMA000000000000003115734* MTMISSO*
MTSTATE_TRUST_ASSIGN_ASSN **1RTWFEM*

Exhibit - A

A tract of land located in Government Lot 19, Section 1, Township 14 North, Range 23 West, P.M.M., Missoula County, Montana, more particularly described as follows:

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MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
10737 Gateway West #320
El Paso, TX 79935

WHEN RECORDED MAIL TO:
U.S. SMALL BUSINESS ADMINISTRATION
14925 Kingsport Road
Fort Worth, TX 76155-2243

WILLIAM L. FOLEY ET AL
Application: 0004615886/DLH4034556006

201121949 B: 887 P: 776 Pages: 7
12/30/2011 11:19:33 AM Trust Indenture
Vickie M Zeier, Missoula County Clerk & Recorder



SPACE ABOVE THIS LINE FOR RECORDER'S USE

MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, Made this 4th day of November, 2011, between **WILLIAM L. FOLEY AND SHANNON FOLEY, HIS WIFE, AS TO HER INTEREST, IF ANY**, whose mailing address is **32455 BIBLE LANE, ALBERTON, MT 59820**, as GRANTOR, **First American Title Co. of Montana, Inc.**, with principal office at **P.O. Box 549, Missoula, Montana 59806** as TRUSTEE, and **U.S. Small Business Administration** with principal office at **10737 Gateway West #320, El Paso, TX 79935** as BENEFICIARY.

WITNESSETH: That Grantor hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, nevertheless, WITH POWER OF SALE that certain real property, which does not exceed forty (40) acres in area, situated in the County of **MISSOULA**, State of Montana, particularly described as follows, to-wit:

Described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon and all water rights, rights-of-way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereafter acquired in or to any of said premises, hereby also releasing, relinquishing and waiving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit--all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises, SUBJECT, HOWEVER, to the right, power and authority hereinafter conferred upon Beneficiary to collect and apply such rents, issues and profits;

0004615886 / DLH 4034556006

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of **Thirty-Three Thousand Eight Hundred And 00/100 (\$33,800.00) Dollars** with interest thereon according to the terms of a promissory note, dated **November 4, 2011** (and any extensions and/or renewals or modifications thereof), made by Grantor payable to the order of Beneficiary in installments, the last of which, unless sooner paid, will be due and payable on **November 4, 2041**; (2) Payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; (3) Performance of each agreement of Grantor herein and in said note contained; and (4) Payment of any future advances, in no event exceeding **Thirty-Three Thousand Eight Hundred And 00/100 (\$33,800.00) Dollars**, now in contemplation of the parties, if the Beneficiary at its sole option elects to make any advances whatsoever.

TO PROTECT THE SECURITY OF THIS TRUST INDENTURE, AND FOR OTHER PURPOSES, GRANTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete and restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees;

- (a) To commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to the Beneficiary, and
- (b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided in this instrument, and as allowed by law.

2. To provide, maintain and deliver to Beneficiary, insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by the Beneficiary with loss payable clause in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To pay before delinquent all taxes and assessments, including interest and penalties, affecting said premises and improvements; to promptly pay and discharge all encumbrances, charges and liens on said property which at any time are, or appear to be, prior or superior hereto. In addition to the payments due in accordance with the terms of the note hereby secured, Grantor shall, at the option and on demand of the Beneficiary, pay to the Beneficiary

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monthly and concurrently with payment of principal and interest, a sum equal to one-twelfth (1/12th) of the annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, as estimated by the Beneficiary, in trust nevertheless for Grantor's use and benefit and for payment by Beneficiary of any such items when due. The failure of Grantor to make any of such payments shall constitute a default under this trust.

5. Except as otherwise expressly provided herein, to pay all costs fees and expenses of this trust, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees as allowed by law.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of eight percent (8%) per annum until paid, and the payment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Without affecting the liability of any person, including Grantor, for the payment of any indebtedness secured hereby, or the lien of this Trust Indenture on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows; Beneficiary may from time to time and without notice:

- (a) Release any person liable for payment of any of the indebtedness,
- (b) Extend the time or otherwise alter the terms of payment of any of the indebtedness,
- (c) Alter, substitute or release any property securing the indebtedness;

Trustee may, at any time and from time to time, upon the written request of Beneficiary:

- (a) Consent to the making of any map or plat of the property,
- (b) Join in granting any easement or creating any restriction thereon,
- (c) Join in any subordination or other agreement affecting this Trust Indenture or lien or charge thereof,
- (d) Reconvey, without warranty, all or any part of the property.

9a. Both parties agree that Beneficiary may, if Beneficiary so elects, procure and thereafter continue during the term of this Indenture, for as long as Beneficiary desires, a form of insurance acceptable to Beneficiary insuring Beneficiary against any loss sustained by Beneficiary by reason of any default in payment by Grantor of the secured indebtedness. If Beneficiary elects to procure such insurance, Grantor shall promptly reimburse Beneficiary the full amount of the initial premium for such insurance. During the term of this Indenture, Grantor shall each month deposit in escrow with Beneficiary 1/12th of the next following anticipated annual premium for such insurance, said deposit to be made at the same time and place as Grantor makes monthly payments on the aforementioned promissory note. Beneficiary may thereafter pay all annual renewal premiums from such escrow. Should the amount deposited in

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escrow be insufficient to pay any renewal premium in full as the same become due, Grantor shall immediately upon demand deposit with or pay to Beneficiary such additional amount as may be sufficient to pay the renewal premium in full. Failure of Grantor to pay or deposit any of the amounts referred to herein shall constitute a default of the terms of this Indenture. Mortgagor further agrees to deposit in escrow with Beneficiary 1/12 of the annual premium for hazard insurance coverage and annual taxes and assessments each month. Failure of the Grantor to deposit any of the above amounts in the escrow account shall constitute a default of the terms of this indenture.

9b. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Trust Indenture and said note to Trustee for cancellation and retention and upon payment by Beneficiary of its fees, Trustee shall reconvey to Grantor, without warranty, the property then held hereunder.

10. As additional security, Grantor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Indenture and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Grantor shall default as aforesaid, Grantor's right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Trust Indenture to any such tenancy, lease or option.

11. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Grantor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire or other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. Time is of the essence hereof. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause such property to be sold to satisfy the obligations hereof, and Trustee or Beneficiary shall file such notice for record, in each county wherein said property or some part thereof is situated. Beneficiary shall also deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. After the lapse of such time as may then be required by law following the recordation of said notice of default and of election to cause said property to be sold, and notice of default and notice of sale having been given as then required by law, Trustee, or its attorney, without demand on Grantor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may

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determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale for a period not exceeding fifteen (15) days by public proclamation by such person at the time and place fixed in the notice of sale, and no other notice of the postponed sale need be given. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but with out any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary (but excluding Trustee) may bid at the sale. After deducting all costs and expenses of exercising the power of sale and of the sale, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustees' and attorney's fees, Trustee shall apply the proceeds of sale to payment of all amounts secured hereby and due hereunder, including all sums expended by the Trustee and Beneficiary, or either of them, with accrued interest thereon at the rate of eight percent (8%) per annum from the date of expenditure thereof, and the surplus, if any, to the person or persons legally entitled thereto; provided that the Trustee, in its discretion, may deposit such surplus with the County Clerk and Recorder of the county in which the sale took place.

15. Grantor agrees to surrender possession of the hereinabove described trust property to the purchaser at the aforesaid sale on the tenth (10th) day following said sale, in the event such possession has not previously been delivered by Grantor.

16. Each abstract of title, title insurance policy and all other evidences of title, and all hazard insurance policies placed or deposited with the Beneficiary shall be deemed an incident to the title to the trust property and upon foreclosure by exercise of power of sale, or otherwise, shall pass to the purchaser and the same are hereby pledged as additional security for payment of the indebtedness secured hereby.

17. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Indenture in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court.

18. Except as may be otherwise provided herein, Grantor agrees to pay to Beneficiary or Trustee the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any Court action in which Grantor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof by a party hereto, including but not limited to an action to obtain possession of the above described property after exercise of the power of sale granted hereunder.

19. This Trust Indenture shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Indenture, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other trust indenture or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. This Trust Indenture is made within the State of Montana pursuant to the Small Tract Financing Act of Montana and is not made or taken in substitution for any mortgage in existence on the effective date of said Act.

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22. Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinabove set forth.

IN WITNESS WHEREOF, the Grantor(s) (has) (have) hereunto set (his) (her) (its) (their) hands the day and year first hereinabove written.

GRANTOR HEREBY ACKNOWLEDGES THAT THE REAL PROPERTY IN WHICH A LIEN IS BEING GRANTED TO LENDER IS NOT EXEMPT FROM EXECUTION AS A HOMESTEAD, BECAUSE UNDER MONTANA STATUTES, SECTION 70-32-202, IT IS SUBJECT TO EXECUTION OR FORCED SALE TO SATISFY A JUDGMENT OBTAINED ON DEBTS SECURED BY A MORTGAGE OR OTHER ENCUMBRANCE ON THE PREMISES.

STATE OF MONTANA)
COUNTY OF MISSOULA)

This instrument was acknowledged before me on this 11 day of DECEMBER, 2011, by SHANNON FOLEY, INDIVIDUALLY and WILLIAM L. FOLEY, INDIVIDUALLY.

Shelly Wear
Notary Public
Notary Printed Name: Shelly Wear
Residing at: MISSOULA MT
My Commission Expires: 09-03-2012

Individual Execution:

Shannon Foley
SHANNON FOLEY, INDIVIDUALLY

Individual Execution:

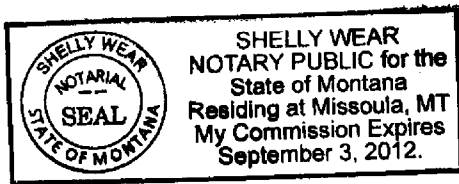
William L. Foley
WILLIAM L. FOLEY, INDIVIDUALLY

Individual Execution:

Shannon Foley
SHANNON FOLEY, INDIVIDUALLY

Individual Execution:

William L. Foley
WILLIAM L. FOLEY, INDIVIDUALLY



0004615886 / DLH 4034556006

EXHIBIT "A"

THE FOLLOWING DESCRIBED PREMISES, IN MISSOULA COUNTY, MONTANA, TO-WIT: A TRACT OF LAND LOCATED IN GOVERNMENT LOT 19, SECTION 1, TOWNSHIP 14 NORTH, RANGE 23 WEST, P.M.M., MISSOULA COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 14 NORTH, RANGE 23 WEST, SAID CORNER BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 0 DEGREES 59 MINUTES W., A DISTANCE OF 715.10 FEET; THENCE N. 89 DEGREES 01 MINUTES E., A DISTANCE OF 425.97 FEET; THENCE N. 0 DEGREES 59 MINUTES W., A DISTANCE OF 147.43 FEET TO A POINT ON THE SOUTHERLY BURLINGTON RAILROAD RIGHT-OF-WAY LINE; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID RAILROAD RIGHT-OF-WAY ON A 2 DEGREES 30 MINUTES CURVE TO THE LEFT, AN ARC LENGTH DISTANCE OF 169.30 FEET; THENCE CONTINUING ALONG SAID RAILROAD RIGHT-OF-WAY LINE S. 69 DEGREES 32 MINUTES 48 SECONDS E., A DISTANCE OF 177.83 FEET; THENCE S. 20 DEGREES 27 MINUTES 12 SECONDS W., A DISTANCE OF 150.00 FEET; THENCE S. 69 DEGREES 32 MINUTES 48 SECONDS E., A DISTANCE OF 430.00 FEET; THENCE S. 0 DEGREES 56 MINUTES E., A DISTANCE OF 513.34 FEET; THENCE S. 89 DEGREES 04 MINUTES W., A DISTANCE OF 1310.85 FEET TO THE POINT OF BEGINNING, AS SHOWN ON DEED EXHIBIT NO. 3045.

More commonly known as: **32455 BIBLE LANE, ALBERTON, MT 59820**