

After recording, please return to:

MONTANA LAND RELIANCE  
P.O. BOX 355  
HELENA, MT 59624



Paula Robinson, Flathead County MT by NC

201400025672

Page: 1 of 4

Fees: \$28.00

12/19/2014 3:49 PM

DEED OF TRUST  
SUBORDINATION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that this Deed of Trust Subordination Agreement (hereinafter "Agreement") is entered into by and between FIRST INTERSTATE BANK, 8111 Hwy 35, Bigfork, Montana 59911 (hereinafter referred to as "Lender"), and ELIZABETH M. ROHDE, P.O. Box 1288, Bigfork, Montana 59911 (hereinafter "Borrower"), and The Montana Land Reliance, a Montana corporation, located in Helena, Montana, and a mailing address of P.O. Box 355, Helena, MT 59624 (hereinafter the "Reliance").

WITNESSETH:

WHEREAS, Borrower is the owner of the following described real property located in Flathead County, Montana:

Tract 1 of Certificate of Survey No. 10508, a tract of land in the NE¼NW¼ of Section 18, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana.

(hereinafter the "Property"); and,

WHEREAS, Lender is the holder of a Promissory Note made by Borrower, which Note is secured by a Deed of Trust on and over the Property dated May 14, 2013 and recorded on Mary 20, 2013, as Document No. 201300012119, records of Flathead County, Montana (hereafter "Deed of Trust"); and

WHEREAS, Borrower has granted a Deed of Conservation Easement, dated Dec 17, 2014, and recorded as Document No. 201400025671, records of Flathead County, Montana (hereinafter "Conservation Easement") to the Reliance, which Conservation Easement pertains to the Property; and,

WHEREAS, as a condition of the Reliance's acceptance of the Conservation Easement on and over the Property from Borrower, Lender has agreed to subordinate its Deed of Trust rights in the Property to the terms of said Conservation Easement, as set forth below.

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NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration and the mutual promises and covenants contained herein, it is agreed as follows:

1. Lender hereby expressly subordinates its rights in the Property, as such rights are set forth in the Deed of Trust, to the rights conveyed to the Reliance pursuant to said Conservation Easement to the extent necessary: (a) to permit the Reliance to enforce the purposes and terms of the Conservation Easement in perpetuity; and (b) to prevent any modification or extinguishment of the Conservation Easement by the exercise of any rights of the Lender. If the Easement is extinguished or terminated, in whole or in part, the Reliance's rights to compensation are governed by Section X and Section XII of the Easement, and Lender's rights under the Deed of Trust are subordinated to the Reliance's prior rights to compensation as stated in Section X and Section XII of the Easement and as required by federal tax law.

2. The Reliance shall have the right to obtain preventative, mandatory, and/or injunctive relief for any violation, or threatened violation, of the Conservation Easement, and thereby to protect and preserve, in perpetuity, the conservation purposes enumerated in the Conservation Easement. The parties further agree that such preventative, mandatory, and/or injunctive relief may require that the Property be restored to the condition existing prior to the time that the violation of the Conservation Easement occurred. The Reliance may obtain such relief at any time, whether Borrower, Lender, or others may be in possession of the Property. Unless Lender is responsible for violation of the Conservation Easement, however, Lender shall not be held liable for any costs of restoration of the Property which may be associated with preventative, mandatory, and/or injunctive relief obtained by the Reliance.

3. A foreclosure of the Deed of Trust and/or transfer of the Property subject to the Conservation Easement shall not, in any way, remove or expunge such Conservation Easement, which shall survive such foreclosure and/or transfer and which shall bind and be enforceable against all future owners, Lender, borrowers, mortgagees, or mortgagors of the Property.

4. Borrower is obligated to make future payments as set forth in the Deed of Trust between Lender and Borrower, and this Agreement to subordinate does not affect in any way Borrower's payment schedules and obligations.

5. This instrument shall be recorded in the public records of Flathead County, Montana, immediately after the Conservation Easement is recorded.

6. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

7. The terms "Borrower", "Lender", and "the Reliance", as used herein, and any pronouns used in place thereof, shall mean and include, respectively, the above-named Borrower and his heirs, personal representatives, executors, successors, and assigns; the above-named Lender and its successors and assigns; and the Reliance and its successors and assigns. This Agreement shall bind and shall be enforceable against all aforesaid parties and their heirs, personal representatives, executors, successors, and assigns.



8. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Agreement, the laws of the State of Montana and the United States shall govern resolution of such dispute.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ENTERED INTO on the dates listed below and effective on the date of the last party hereto to sign and execute this Agreement.

LENDER: FIRST INTERSTATE BANK

By: Sharon Streitz

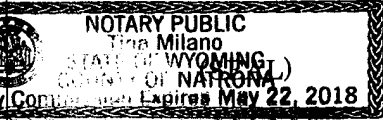
Its: Vice-President

Date: 11/18/14

STATE OF Wyoming )  
: ss.  
County of Natrona )

This instrument was acknowledged before me on this 18<sup>th</sup> day of November, 20 14, by Sharon Streitz, as Vice President of First Interstate Bank.

Tina Milano  
(Notary's Signature)  
Tina Milano  
(Notary's Name, please print/type)  
Notary Public for the State of Wyoming  
Residing at Casper, WY, Natrona County  
My commission expires 5/22/2018





BORROWER:

ER2014

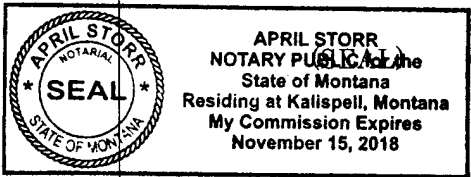
Elizabeth M. Rohde  
ELIZABETH M. ROHDE

Date: 11/21/14

STATE OF Montana )  
 ) ss.  
 County of Flathead )

This instrument was acknowledged before me on this 21 day of November, 20 14, by Elizabeth M. Rohde.

April Storr  
 (Notary's Signature)  
April Storr  
 (Notary's Name, please print/type)  
 Notary Public for the State of Montana  
 Residing at Kalispell  
 My commission expires 11/15/2018



THE MONTANA LAND RELIANCE,  
a Montana Corporation

By: George S. Olsen

Its: President

Date: 12-17-14

STATE OF Montana )  
 ) ss.  
 County of Lewis + Clark )

This instrument was acknowledged before me on this 17<sup>th</sup> day of Dec, 20 14, by George S. Olsen, as President of The Montana Land Reliance.

Kinsley Super  
 (Notary's Signature)  
Kinsley Super  
 (Notary's Name, please print/type)  
 Notary Public for the State of MT  
 Residing at Helena  
 My commission expires 3/26/2016

