



**106 W. 12th St | PO Box 10, Red Lodge, MT 59068
Phone (406)446-2603, Fax (406)446-2604**

**Prepared Exclusively for:
Ray Cotter
Clearwater Montana Properties
216 E Main
White Sulphur Springs, MT 59645**

Date: **February 27, 2025**
Property Profile No.: **1175868**
Last Grantee of Record: **Joni Miller and Mary Miller**
Property Address (if of record): **89 Wild Rose Trail, Roberts, MT 59070**
Brief Legal Description:

Attachments:

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

Flying S Title and Escrow of Montana, Inc. appreciates your business. If we can be of further assistance please contact, **Kendra Johnson** at **(406)446-2603**.

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.

Doc # 388922 Fee: \$16.00

Quit Claim Deed

Christine L. Stovall, Clerk & Recorder, Carbon County, MT

Recorded 9/27/2021 At 2:23 PM

By

Maureen Bohlen, Deputy

Mail to: Joni & Mary Miller
89 Wild Rose Trail
Roberts, MT 59070

Order No.: 986474
Parcel No.: 2445003

**QUITCLAIM DEED
(Joint Tenancy)**

For Value Received

Joni Miller

do(es) hereby convey, release, remise and forever quit claim unto

Joni & Mary Miller

whose address is: 89 Wild Rose Trail, Roberts, MT 59070

as joint tenants (and not as tenants in common) and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, the following described premises, in Carbon County, Montana, to-wit:

Township 6 South, Range 20 East of the Principal Montana Meridian, in Carbon County, Montana.

Section 2:

Lots 6, 7, and 8

Except Relocation Parcel A, COS 2461RB

Section 1:

Lot 5

(Deed Reference #317439)

together with its appurtenances.

Dated: ^{Sept} August 27, 2021

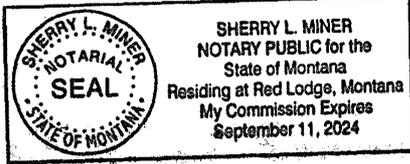
Joni Miller
Joni Miller

STATE OF MONTANA
COUNTY OF CARBON

This instrument was acknowledged before me on Sept 27, 2021 by
Joni Miller.



Signature of Notarial Officer



Notary Public for the State of Montana

Residing at: Red Lodge
Commission Expires: 9.11.2024

Carbon County | Detail

Date: 02/27/25
Time: 12:00:45 pm

LEAH NIEMI, TREASURER
PO BOX 828
RED LODGE, MT 59068

Tax ID: 2445003
Type: Real

Name and Address
MILLER JONI & MARY
89 WILD ROSE TRL
ROBERTS MT 59070-9301

Property Tax Query TW Range SC Description
06S/20E /01 Geo 0446-01-2-03-02-0000 GVT LT 5 40.00 AC (04)
06S/20E /02 Geo 0446-02-1-04-01-0000 ACRES 117.85, GOVT LTS 6-7
& PT LT 8 LESS COS 2461 RB

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	24	11/29/24	11/30/24	1,371.41	0.00	0.00	2,742.81
Paid	24	11/29/24	05/31/25	1,371.40	0.00	0.00	
Paid	23	11/24/23	11/30/23	1,372.88	0.00	0.00	2,861.24
Paid	23	11/24/23	05/31/24	1,372.85	0.00	0.00	
Paid	23	05/22/24	05/31/24	115.51	0.00	0.00	
Paid	22	11/17/22	11/30/22	1,094.87	0.00	0.00	2,189.68
Paid	22	11/17/22	05/31/23	1,094.81	0.00	0.00	
Paid	21	11/15/21	11/30/21	218.81	0.00	0.00	437.58
Paid	21	11/15/21	05/31/22	218.77	0.00	0.00	
Paid	20	11/30/20	11/30/20	285.81	0.00	0.00	571.58
Paid	20	05/26/21	05/31/21	285.77	0.00	0.00	
Paid	19	11/26/19	11/30/19	296.07	0.00	0.00	592.11
Paid	19	12/17/19	05/31/20	296.04	0.00	0.00	
Paid	18	11/20/18	11/30/18	282.40	0.00	0.00	564.77
Paid	18	05/22/19	05/31/19	282.37	0.00	0.00	
Paid	17	11/24/17	11/30/17	291.70	0.00	0.00	583.37
Paid	17	05/24/18	05/31/18	291.67	0.00	0.00	
Paid	16	11/29/16	12/31/16	271.91	0.00	0.00	543.80
Paid	16	06/01/17	05/31/17	271.89	0.00	0.00	
Paid	15	11/25/15	11/30/15	261.66	0.00	0.00	523.28
Paid	15	05/27/16	05/31/16	261.62	0.00	0.00	
Paid	14	11/25/14	11/30/14	238.62	0.00	0.00	477.21
Paid	14	05/21/15	05/31/15	238.59	0.00	0.00	

Carbon County | Detail

Date: 02/27/25
Time: 12:01:22 pm

LEAH NIEMI, TREASURER
PO BOX 828
RED LODGE, MT 59068

Tax ID: 2445003
Type: Real

Name and Address
MILLER JONI & MARY
89 WILD ROSE TRL
ROBERTS MT 59070-9301

Property Print TW Range SC Description
06S 20E 01 GVT LT 5 40.00 AC (04) Geocode: 0446-01-2-03-02-0000
06S 20E 02 ACRES 117.85, GOVT LTS 6-7 & Geocode: 0446-02-1-04-01-0000 PT LT 8 LESS COS 2461 RB

Class Taxable/\$	Dist	Quantity	Market
31701 Non-Qualified Ag Land 20-160 A 333.00	23	40.00	2,203.00
42002 1 Acre Bldg. Site On Non-Quali 1,790.00	23	1.00	132,600.00
43301 Improvements on Rural Land 3,659.00	23	0.00	271,000.00
999360 SOIL/WATER 6,755.00	13	0	0.00

Carbon County | Detail

Date: 02/27/25
Time: 12:01:37 pm

LEAH NIEMI, TREASURER
PO BOX 828
RED LODGE, MT 59068

Tax ID: 2445003
Type: Real

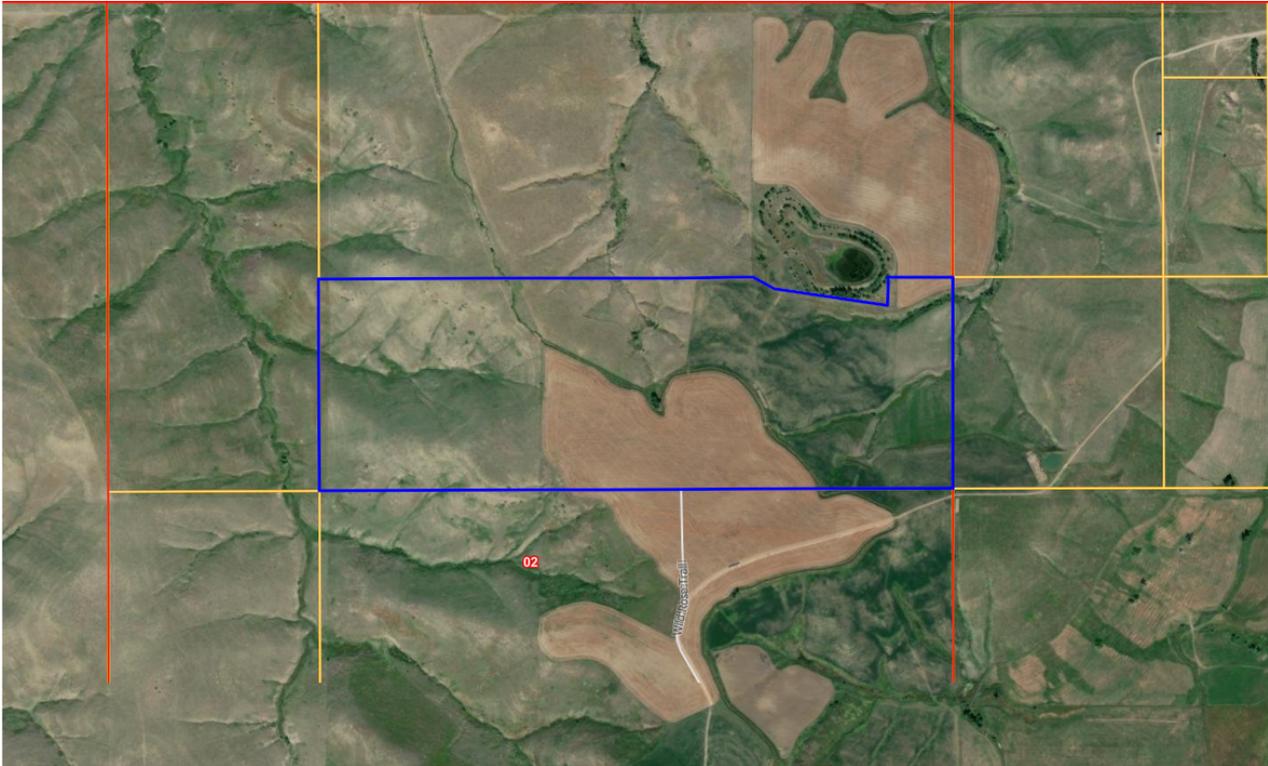
Name and Address
MILLER JONI & MARY
89 WILD ROSE TRL
ROBERTS MT 59070-9301

Taxes Due Query TW Range SC Description
06S/20E /01 GVT LT 5 40.00 AC (04) 06S/20E /02 ACRES 117.85, GOVT
LTS 6-7 & PT LT 8 LESS COS 2461 RB Geo: 0446-01-2-03-02-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
13 SOIL/WATER	11/30/24	02/27/25	Y	4.22	0.00	0.00
23 ROBERTS	11/30/24	02/27/25	Y	1367.19	0.00	0.00
13 SOIL/WATER	05/31/25	02/27/25	Y	4.22	0.00	0.00
23 ROBERTS	05/31/25	02/27/25	Y	1367.18	0.00	0.00
Totals for 24				2,742.81	0.00	0.00
Total Tax, Penalty and Interest				2,742.81		

Tax Year: 2025

Scale: 1:11086.25 Basemap: Imagery Hybrid



Summary

Primary Information

Property Category: RP

Subcategory: Non-Qualified Ag

Geocode: 10-0446-02-1-04-01-0000

Assessment Code: 0002445003

Primary Owner:

MILLER JONI & MARY
89 WILD ROSE TRL
ROBERTS, MT 59070-9301

Note: See Owners section for all owners

Property Address:

89 WILD ROSE TRL
ROBERTS, MT 59070

Certificate of Survey:

Legal Description: S02, T06 S, R20 E, ACRES 117.85, GOVT LTS 6-7 & PT LT 8 LESS COS 2461 RB

Last Modified: 2/22/2025 21:35:54 PM

Tax Year: 2025

General Property Information

Neighborhood: 210.001	Property Type: Improved Property
Living Units: 1	Levy District: 10-0068-23
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	0	0
Fallow	0	0
Irrigated	0	0
Continuous Crop		
Wild Hay	0	0
Farmsite	0	0
ROW	0	0
NonQual Land	116.85	0
Total Ag Land	116.85	0
Total Forest Land	0	0
Total Market Land	1	0

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
9/27/2021			9/27/2021	388922	Quit Claim Deed
7/30/2021			8/4/2021	387882	Warranty Deed
12/5/2019			12/11/2019	379548	Warranty Deed
5/2/2005	DOC3	17439	N/A		
6/10/2003	DOC3	07606	N/A		

Owners

Tax Year: 2025

Party #1

Default Information:	MILLER JONI & MARY 89 WILD ROSE TRL ROBERTS, MT 59070-9301
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Joint Tenant w/Right of Survivorship
Last Modified:	9/25/2023 10:22:8 AM

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2024	139036	271000	410036	COST
2023	139036	271000	410036	COST
2022	29257	0	29257	COST

Market Land

Market Land Item #1

Method: Acre	Type: 1 Ac. beneath Improvements (for dwlg on NQ Ag Land)
Width: n/a	Depth: n/a
Square Feet: n/a	Acres: 1
Class Code: 2002	Value: n/a

Dwellings

Dwelling #1

Dwelling Information

Dwelling Type SFR	Style 03 - Ranch	Year Built 2021
Residential Type: SFR	Style: 03 - Ranch	Roof Material: 5 - Metal
Year Built: 2021	Roof Type: 3 - Gable	Attic Type: 0 - None
Effective Year: n/a	Exterior Walls: 1 - Frame	Exterior Wall Finish: 6 - Wood Siding or Sheathing
Story Height: 1.0	Year Remodeled: n/a	Degree Remodeled: n/a
Grade: 3		
Class Code: 3301		
Year Remodeled: n/a		

Tax Year: 2025

Mobile Home Details

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

Basement Information

Foundation: 3 - Slab	Finished Area: n/a
Daylight: n/a	Basement Type: 0 - None
Quality: n/a	

Heating/Cooling Information

Type: Non-Central	System Type: 0
Fuel Type: 6 - Wood	Heated Area: n/a

Living Accomodations

Bedrooms: 1	Family Rooms: n/a
Full Baths: 1	Half Baths: n/a
Addl Fixtures: 3	

Additional Information

Fire Places	Stacks: n/a
Stories: n/a	Prefab/Stove: 2
Openings: 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
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Area Used in Cost

Basement: n/a	Addl Floors: n/a
First Floor: 1209	Second Floor: n/a
Half Story: n/a	Unfinished Area: n/a
Attic: n/a	SFLA: 1209

Depreciation Information

CDU: n/a	Physical Condition: Average (7)
Desirability Property: Average (7)	Location: Good (8)

Depreciation Calculation

Age: 3	Pct Good: 0.95
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RCNLD: n/a

Additions / Other Features

No additions exist for this property

Tax Year: 2025

No additional features exist for this property

Other Buildings

Outbuilding/Yard Improvement #1

Type: Ag	Description: AAP1 - Pole Frame Bldg, 4 sides closed, metal
Quantity: 1	Year Built: 2021
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3301

Dimensions

Width/Diameter: 48	Length: 120
Size/Area: 5760	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #2

Type: Ag	Description: AAP1 - Pole Frame Bldg, 4 sides closed, metal
Quantity: 1	Year Built: 2022
Grade: A	Condition: Res Good
Functional: n/a	Class Code: 3301

Dimensions

Width/Diameter: 8	Length: 10
Size/Area: 80	Height: n/a
Bushels: n/a	Circumference: n/a

Commercial

No commercial buildings exist for this parcel

Ag/Forest Land

Tax Year: 2025

Ag/Forest Land Item #1

Acre Type: NQ - Non Qualified Ag Land
Class Code: 1701

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

Productivity

Quantity: n/a
Units: Non Qual

Commodity: n/a

Valuation

Acres: 116.85
Value: n/a

Per Acre Value: n/a

Easements

No easements exist for this parcel

Disclaimer

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by  deputy
Fee \$40.00

THIS INSTRUMENT PREPARED BY:
Farmers State Bank - Victor Branch
1804 North 1st St
Hamilton, MT 59840-3113

AFTER RECORDING RETURN TO:
Farmers State Bank
Loan Servicing Center
5501 Old US Hwy 93
Florence, MT 59833

(Space Above This Line For Recording Data)

**COMMERCIAL REAL ESTATE MORTGAGE
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on March 23, 2022 between the mortgagor(s) Joni Miller and Mary Miller, whose address is 89 Wild Rose Tr, Roberts, Montana 59070 ("Mortgagor"), and Farmers State Bank - Victor Branch whose address is 103 Main Street, PO Box 190, Victor, Montana 59875-9490 ("Lender"), which is organized and existing under the laws of the State of Montana. Mortgagor owes Lender the principal sum of Seventy-five Thousand and 00/100 Dollars (U.S. \$75,000.00), which is evidenced by the promissory note dated March 23, 2022. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Seventy-five Thousand and 00/100 Dollars (U.S. \$75,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and to Lender, its successors and assigns, forever, the following described property located in the County of Carbon, State of Montana:

Address: 89 Wild Rose Tr, Roberts, Montana 59070
Legal Description: Township 6 South, Range 20 East of the Principal Montana Meridian, in Carbon County, Montana.

Section 2:
Lots 6, 7, and 8
Except Relocation Parcel A, COS 2461RB

Section 1:
Lot 5
(Deed Reference #317439)

Parcel ID/Sidwell Number: 2445003
Property Size: 158 acres.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Joni Miller and Mary Miller to Farmers State Bank - Victor Branch, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$90,000.00



CROSS COLLATERALIZATION. It is the expressed intent of Mortgagor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Mortgagor.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this

Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. Mortgagor hereby absolutely, presently, unconditionally, and irrevocably grants, transfers, assigns, and sets over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof (collectively the "Leases"), and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). Mortgagor intends that this assignment of the Leases and Rents (the "Assignment") constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this provision, Lender grants to Mortgagor a revocable license to operate and manage the Property and to collect the Rents, but not more than one month in advance of the due date for any such Rents. Upon an Event of Default (as defined in this Security Instrument), the license granted to Mortgagor herein shall automatically be revoked and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Property. Mortgagor hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, any and all Leases must first be approved by Lender.

Further, Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Mortgagor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts

paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW; JURISDICTION. This Security Instrument will be governed by the laws of the State of Montana including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Carbon County, Montana, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Carbon or in the United States District Court for the district assigned to said County and state.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

AREA OF PROPERTY. Mortgagor warrants that the Property is more than 40 acres in area.

ADDITIONAL PROVISIONS.

Reconveyance. Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all contracts evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

Joni Miller 3-23-22
Joni Miller Date
Individually

Mary Miller 3-23-22
Mary Miller Date
Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MONTANA)
)
COUNTY OF CARON)

This instrument was acknowledged by Joni Miller and Mary Miller, before me on MARCH 23, 2022. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: MAY 21, 2022

Tracy L. Fox

NOTARY PUBLIC, in and for the State of Montana, residing at RED LODGE, MT

Identification Number

