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RESIDENTIAL | COMMERCIAL | BUILDER SERVICES

CUSTOM REPORT PREPARED FOR:

Sara Townsley | SterlingCRE Advisors

1622 South Ave W

Missoula, MT 59801

August 25, 2026

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Bozeman | Bigfork | Billings | Great Falls | Lakeside | Missoula | Whitefish | Columbia Falls | Hamilton | Kalispell

PROPERTY INFORMATION

Date:

8/25/2026

Prepared By:

Customer Service

Property Address:

1622 South Ave W Missoula 59801

Parcel Number:

04220029405080000

Disclaimer

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Fidelity National Title

Missoula County Property Profile

Assessor #:	**0001102509**
Parcel #:	**0001102509**
Owner:	**Rockaway Investments LLC**
Co-owner:	
Site:	**1622 South Ave W** **Missoula MT 59801-7804**
Mail:	3525 Washburn St Missoula MT 59801-8951
Land Use:	IMP - Improved Property
Zoning:	City of Missoula-RM1-35 Residential 1 (Multi-Dwelling) 35
School Dist:	Missoula High
Census:	1042 001002
Legal:	MCLEOD ADDITION # 1, S29, T13 N, R19 W, BLOCK 2, Lot 21 - 22

ASSESSMENT INFORMATION

Assessed Land:	**$579,228.00**
Assessed Impr:	**$228,072.00**
Assessed Total:	**$807,300.00**
Exemption:	
Taxes:	**$13,970.61**
Levy Code:	0583D
Levy Rate:	923.5700

SALE & LOAN INFORMATION

Sale Date:	09/10/2012
Sale Amount:	
Document #:	201217403
Deed Type:	Warranty Deed
Loan Amount:	$190,000.00
Lender:	FIRST INTERSTATE BANK
Loan Type:	Commercial
Interest Type:	
Title Co:	FIRST AMERICAN TITLE COMPANY

PROPERTY CHARACTERISTICS

Year Built:	1955
Year Remodeled:	1990
Bedrooms:	
Bathrooms:	
Total Area:	
1st Floor:	
2nd Floor:	
Basement Fin:	
Basement Unfin:	
Lot Size Ac:	0.16 Acres
Lot Size SqFt:	7,144 SqFt
Garage:	
Garage Type:	
Heat Source:	1 - Hot Air
Fireplace:	
Bldg Condition:	
Neighborhood:	204.810
Impr Type:	
Waterfront:	

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Missoula County Parcel Information

Parcel Information

Assessor Number:	**0001102509**
Parcel:	**04220029405080000**
Site Address:	1622 South Ave W Missoula MT 59801 - 7804
Owner:	Rockaway Investments LLC
Owner Address:	3525 Washburn St Missoula MT 59801 - 8951
Township/Range/Section:	13N / 19W / 29
Parcel Size:	0.1640 Acres (7,144 SqFt)
Plat/Subdivision:	McLeod Addition # 1
Census Tract/Block:	001002 / 1042
Waterfront:	
Assessment Year:	2025
Total Land Value:	$579,228.00
Total Impr Value:	$228,072.00
Total Value:	$807,300.00

Tax Information

Tax Year	Annual Tax
2025	$13,970.61
2024	$10,109.42
2023	$9,350.83

Legal

MCLEOD ADDITION # 1, S29, T13 N, R19 W, BLOCK 2, Lot 21 - 22

Land

Land Use:	IMP - Improved Property	Zoning:	City of Missoula-RM1-35 - Residential 1 (Multi-Dwelling) 35
Neighborhood:	204.810	School District:	Missoula High
Sewer:		Watershed:	Bitterroot River-Miller Creek
Recreation Name:		Recreation Type:	

Improvement

Year Built:	1955	Bedrooms:		Stories:	
Bathrooms:		Full Baths:		Half Baths:	
Build Type:		Foundation:		Heat:	1 - Hot Air
Total Area:		Fin SqFt:		Roof Covering:	
Basement Fin/Unfin:		Ext Walls:	Frame	Roof Style:	
Garage:		Carport SqFt:		Deck SqFt:	
Porch SqFt:					

Transfer Information

Loan Date:	09/19/2013	Loan Amt:	$560,065.00	Doc Num:	201318760	Doc Type:	Stand Alone Mortgage
Loan Type:		Finance Type:	Unknown	Lender:	FIRST INTERSTATE BANK		

Rec. Date:	09/10/2012			Doc Num:	201217403	Doc Type:	Warranty Deed
Owner:	Rockaway Investments LLC			Grantor:	COOLEY EARL		
Orig. Loan Amt:	$190,000.00			Title Co:	FIRST AMERICAN TITLE COMPANY		
Finance Type:		Loan Type:	Commercial	Lender:	FIRST INTERSTATE BANK		

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Missoula County Property Profile

Fidelity National Title

Parcel #	04220029405080000	**Owner**	Rockaway Investments LLC
Ref Parcel	1102509	**Owner Address**	3525 Washburn St Missoula MT 59801 - 8951
Site Address	1622 South Ave W Missoula MT 59801 - 7804	**Market Total Value**	
Lot Size	0.16 Acres (7,144 SqFt)	**Assessed Total Value**	$807,300.00
Building Area		**Year Built**	1955
School District	Missoula High	**Zoning**	City of Missoula-RM1-35 Residential 1 (Multi-Dwelling) 35
Bedrooms		**Subdivision**	McLeod Addition # 1
Bathrooms		**Land Use / Land Use Std**	IMP - Improved Property / 2000 - Commercial (General)
Legal	MCLEOD ADDITION # 1, S29, T13 N, R19 W, BLOCK 2, Lot 21 - 22		

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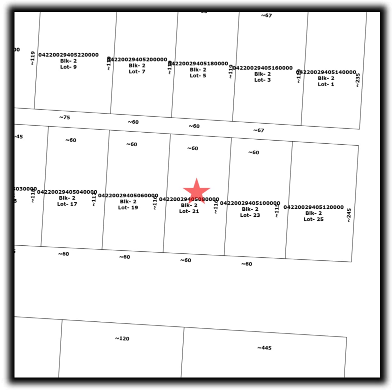
Fidelity National Title

Property Details

Subject Property

1622 South Ave W, Missoula MT 59801

APN: 04220029405080000



County Name:	Missoula
APN / Parcel Number:	04220029405080000
Current Ownership:	Rockaway Investments LLC
Site Address:	1622 South Ave W, Missoula MT 59801
Mail Address:	3525 Washburn St, Missoula MT 59801 *Absentee Owner
Tract / Subdivision:	/ McLeod Addition # 1
Census Tract / Block:	001002 / 1042
Lot / Block:	21 / 2
Twn / Rng / Sec / Qtr:	13N / 19W / 29
Brief Legal Description:	MCLEOD ADDITION # 1, S29, T13 N, R19 W, BLOCK 2, Lot 21 - 22

Sale Information

Sale Recording Date:	09/10/2012	**Title Company:**	FIRST AMERICAN TITLE COMPANY
Sale Price:		**Document #:**	201217403
Cost/SqFt:		**Vesting:**	Company
Purchase Loan:	$190,000	**Buyer Name(s):**	Rockaway Investments LLC

Property Characteristics

Property Type:	Commercial (General)
Land Use:	Improved Property

Building Type:		**Zoning:**	City of Missoula-RM1-35 - Residential 1 (Multi-Dwelling) 35		
Total SqFt:		**Lot Size:**	7,144 SqFt / 0.16 AC	**Year Built:**	1955
Beds:		**Basement:**		**Units:**	1
Baths:		**Pool:**		**Buildings:**	
Rooms:		**Ext / Roof:**	Frame	**Heat/AC:**	
Stories:		**Condition:**		**Fireplace:**	
Garage:		**Foundation:**		**View:**	

School District:	Missoula High
Watershed:	Bitterroot River-Miller Creek

Assessment & Tax Info

Total Assessed Value:	$807,300	**Market Value:**		**Tax Year:**	2025
Land Value:	$579,228	**Market Land Value:**		**Tax Exemption:**	
Improvement Value:	$228,072	**Market Improvement:**		**Tax Rate Area:**	0583D
Improvement %:		**Tax Amount:**	$13,970.61		

Fidelity National Title

Missoula County Property Profile

Assessor #:	**0001102509**
Parcel #:	**04220029405080000**
Owner:	**Rockaway Investments LLC**
Co-owner:	
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ASSESSMENT INFORMATION

Assessed Land:	**$579,228.00**
Assessed Impr:	**$228,072.00**
Assessed Total:	**$807,300.00**
Exemption:	
Taxes:	**$13,970.61**
Levy Code:	0583D
Levy Rate:	923.5700

SALE & LOAN INFORMATION

Sale Date:	09/10/2012
Sale Amount:	
Document #:	201217403
Deed Type:	Warranty Deed
Loan Amount:	$190,000.00
Lender:	FIRST INTERSTATE BANK
Loan Type:	Commercial
Interest Type:	
Title Co:	FIRST AMERICAN TITLE COMPANY

PROPERTY CHARACTERISTICS

Year Built:	1955
Year Remodeled:	1990
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Bathrooms:	
Total Area:	
1st Floor:	
2nd Floor:	
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Basement Unfin:	
Lot Size Ac:	0.16 Acres
Lot Size SqFt:	7,144 SqFt
Garage:	
Garage Type:	
Heat Source:	1 - Hot Air
Fireplace:	
Bldg Condition:	
Neighborhood:	204.810
Impr Type:	
Waterfront:	

Missoula County Property

Parcel Information	
Parcel Id (APN)	04220029405080000
Tax / Account #	1102509
Site Address	1622 South Ave W Missoula MT 59801 - 7804
Owner	Rockaway Investments LLC 3525 Washburn St Missoula MT 59801 - 8951
Twn Rng Sec Qtr	13N 19W 29
Parcel Size	0.16 Acres (7,144 SqFt)
Plat / Subdivision	McLeod Addition # 1
Lot Block	21 2
Map Grid	
Census Tract Block	001002 1042

Assessment Information	
Market Land Value	$0.00
Market Improv. Value	$0.00
Market Total Value	$0.00
Assessed Total Value	$807,300.00 (2025)

Tax Information	
Levy Code	0583D
Levy Rate	923.57 (2026)
Tax Year 1	2025
Tax Total	$13,970.61

Legal
MCLEOD ADDITION # 1, S29, T13 N, R19 W, BLOCK 2, Lot 21 - 22

Land			
Land Use County	Improved Property	**Building Type**	
Land Use Standard	Commercial (General)	**Building Use**	
Zoning	Residential 1 (Multi-Dwelling) 35	**Parcel Type**	Commercial
Neighborhood		**School District Name**	Missoula High

Improvements

Year Built	1955	**Stories**	0.0	**Finished SqFt**	0
Beds (Baths)	0.0 (0.00)	**Garage SqFt**	0	**Unfinished SqFt**	0

Transfer Information

Sale Date	9/9/2012	**Sale Amount**	$0.00	**Document Number**	201217403
Record Date	9/10/2012	**Loan Amount**	$190,000.00	**Document Type**	71 - Warranty Deed

Missoula COUNTY

Shopping Cart: 0 items [$0.00]

New Search | History | Payoff | PayTaxes | Help

Parcel Number: 1102509

Status: Paid

Receipt: 6471

2025 Owner(s):
ROCKAWAY INVESTMENTS LLC

Mailing Address:
3525 WASHBURN ST
MISSOULA, MT 598018951

Levy District:
1.1D, CITY,TRANS,URBAN RENEWAL

Tax Comparison

2025 Value:

Market Value	$807,300
Taxable:	$13,320

Detail

2025 Taxes: View Pie Charts

First Half:	$6,991.32	**Due:**	12/1/2025
Second Half:	$6,979.29	**Due:**	6/1/2026
Total:	$13,970.61		

Show Current Tax Bill

Detail

2025 Payments:

First Half:	$6,991.32
Second Half:	$6,979.29
Total:	$13,970.61

(May include penalty & interest)

2025 Legal Records:

Geo Code: 04-2200-29-4-05-08-0000 **Deed Book:** 900 **Page:** 80 **Date:** 2012-09-10

Property address: 1622 SOUTH AVE W, MISSOULA MT 59801
Subdivision: (ML1) MCLEOD ADD NO 1 **Lot:** 21 **Block:** 2
TRS: T13 N, R19 W, Sec. 29
Legal: MCLEOD ADDITION # 1, S29, T13 N, R19 W,
BLOCK 2, Lot 21 - 22
Acres: 0.16

Note: The accuracy of this data is not guaranteed. Property Tax data was last updated 08/25/2026 02:31 PM.

If you are sending your payments in by mail, address them To:

Missoula County
200 W Broadway
Missoula, MT 59802

Include Taxpayer ID with payments.

Missoula COUNTY

Shopping Cart: 0 items [$0.00]

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Tax Year: 2025 **Parcel Number:** 1102509

Status: Paid

Type: RE

Owner: ROCKAWAY INVESTMENTS LLC

2025 Tax Breakdown:

Stat#	Kind	Description	1st Half	2nd Half
6471	City	CPRK CITY PARK DIST.	$352.00	$352.00
6471	City	CRD CITY ROAD DIST.	$358.50	$358.50
6471	City	CITY OF MSLA GEN FUND	$858.76	$858.76
6471	County	COMMUNITY & PLANNING SVC	$13.73	$13.73
6471	County	COMMUNITY ASSISTANCE FUND	$8.11	$8.11
6471	County	COUNTY COMMUNITY DAYCARE	$0.65	$0.65
6471	County	DETENTION CENTER	$123.99	$123.99
6471	County	DISTRICT COURT	$6.62	$6.62
6471	County	ELECTIONS CENTER	$5.29	$5.29
6471	County	FT MSLA PARKS OPEN SPACE	$43.50	$43.49
6471	County	CO. WEED CONTROL	$7.24	$7.24
6471	County	ROSP COUNTY OPEN SPACE	$20.25	$20.24
6471	County	COUNTY EXTENSION SERVICE	$7.43	$7.43
6471	County	COUNTY FAIR	$6.62	$6.62
6471	County	COUNTY GENERAL FUND	$174.03	$174.03
6471	County	GRANTS AND COMMUNITY SERVICES	$8.31	$8.31
6471	County	JUDGEMENT LEVY 2022	$7.72	$7.72
6471	County	JUDGEMENT LEY 2026	$4.09	$4.09
6471	County	COUNTY LIBRARY	$33.49	$33.49
6471	County	LIBRARY GO BONDS	$20.05	$20.05
6471	County	LTGO 2017 BONDS	$2.04	$2.04
6471	County	COUNTY MENTAL HEALTH TREAT.	$1.07	$1.07
6471	County	COUNTY HISTORICAL MUSEUM	$7.24	$7.24
6471	County	COUNTY PARKS & REC	$11.29	$11.29
6471	County	CO.PERMISSIVE MEDICAL LEVY	$38.88	$38.88
6471	County	CO PERMISSIVE SRS RETIREMENT	$20.77	$20.77
6471	County	COUNTY/CITY PLANNING	$6.68	$6.68
6471	County	COUNTY PROP & LIAB. INS.	$12.07	$12.07
6471	County	COUNTY PUBLIC SAFETY FUND	$77.85	$77.85

6471	County	RELATIONSHIP VIOLENCE SERVICES	$7.11	$7.11
6471	County	CO. AGING SERVICES	$18.11	$18.11
6471	County	COUNTY PUBLIC WORKS BRIDGES	$9.35	$9.35
6471	County	CAPITAL IMPROVEMENTS	$14.57	$14.57
6471	County	COUNTY SEARCH & RESCUE	$0.81	$0.81
6471	County	SHERIFF BUILDING BONDS	$0.81	$0.81
6471	County	CO. SUBSTANCE ABUSE PREVENT	$3.73	$3.73
6471	County	COUNTY TECH FUND	$19.57	$19.57
6471	Local School	TRANSPORTATION-HS/ELEMENTARY	$5.87	$5.87
6471	Local School	RETIREMENT-ELEMENTARY	$48.80	$48.80
6471	Local School	RETIREMENT-HIGH SCHOOL	$23.85	$23.85
6471	Local School	101 MSLA ELEM GEN	$259.92	$259.92
6471	Local School	110 MSLA ELEM TRANS	$120.88	$120.88
6471	Local School	111 MISSOULA ELEM BUS DEP	$0.16	$0.16
6471	Local School	113 MSLA ELEM TUITION	$43.00	$43.00
6471	Local School	117 MSLA ELEM ADULT ED	$8.99	$8.99
6471	Local School	128 MSLA ELEM TECH	$16.61	$16.61
6471	Local School	129 MSLA ELEM FLEX FD	$5.26	$5.26
6471	Local School	150 MSLA ELEM DEBT	$106.89	$106.89
6471	Local School	161 MSLA ELEM BUILD RES	$47.96	$47.96
6471	Local School	201 MCHS GEN FUND	$120.19	$120.19
6471	Local School	210 MCHS TRANSPORTATION	$27.26	$27.26
6471	Local School	211 MCHS BUS DEP	$0.16	$0.16
6471	Local School	213 MCHS TUITION	$12.59	$12.59
6471	Local School	217 MCHS ADULT ED	$13.63	$13.63
6471	Local School	228 MCHS TECHNOLOGY	$7.82	$7.82
6471	Local School	229 MCHS FLEX	$4.12	$4.12
6471	Local School	250 MCHS DEBT SERVICE	$43.78	$43.78
6471	Local School	261 MCHS BUILDING RESERVE	$9.73	$9.73
6471	Special Districts	SOC SOIL CONSERV. DIST.	$6.16	$6.16
6471	Special Districts	URBAN RENEWAL DIST 3 1-1D	$3,133.51	$3,133.49
6471	Special Districts	R006 ST LTS	$47.94	$47.94
6471	Special Districts	MSLA URBAN TRANS DIST	$198.82	$198.82
6471	Special Districts	WQD WATER QUAL DIST.	$11.98	$0.00
6471	State School	STATE UNIVERSITY MILLAGE	$19.47	$19.47
6471	State School	STATE SCHOOL FOUNDATION EQUAL.	$129.80	$129.80
6471	State School	STATE HS EQUALIZATION	$71.39	$71.39
6471	State School	UNIVERSITY MILLS (TID)	$20.49	$20.49
6471	State School	STATE VO-TECH MILLAGE	$4.87	$4.87
6471	State School	STATE ELEM EQUALIZATION	$107.09	$107.08

1st Half Total:	$6,991.32
2nd Half Total:	$6,979.29
Total Tax:	**$13,970.61**

Note: The accuracy of this data is not guaranteed. Property Tax data was last updated 08/25/2026 02:31 PM.

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Missoula County
200 W Broadway

Missoula COUNTY

Shopping Cart: 0 items [$0.00]

New Search | Detail | Payoff | Help

Parcel Number: 1102509

Status: Paid

Type: RE

Owner: ROCKAWAY INVESTMENTS LLC

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2025	6471	10/11/2025	$13,970.61	11/26/2025 5/27/2026	$6,991.32 $6,979.29	
2024	6520	10/12/2024	$10,109.42	11/29/2024 5/29/2025	$5,060.71 $5,048.71	
2023	56532	03/16/2024	$185.33	 5/30/2024	$0.00 $185.33	
2023	6993	10/29/2023	$9,350.83	11/28/2023 5/30/2024	$4,681.42 $4,669.41	
2022	6007	10/15/2022	$8,732.30	11/29/2022 5/31/2023	$4,372.17 $4,360.13	
2021	7554	10/09/2021	$8,294.66	12/29/2021 5/26/2022	$4,269.42 $4,141.32	
2020	7540	10/15/2020	$7,011.80	11/17/2020 5/20/2021	$3,511.90 $3,499.90	

**** Paid Amount may include penalty & interest**

Note: The accuracy of this data is not guaranteed. Property Tax data was last updated 08/25/2026 02:31 PM.

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Missoula County
200 W Broadway
Missoula, MT 59802

Include Taxpayer ID with payments.

2025 Real Estate Tax Statement
RETURN THIS STUB WITH YOUR PAYMENT

1ST HALF PAYMENT

Missoula County Treasurer
Tyler R Gernant
200 West Broadway Street
Missoula, MT 59802

PARCEL #: 1102509 **STATEMENT#: 6471**

DUE BY 5:00 P.M. ON OR BEFORE: **12/01/2025**

FIRST HALF AMOUNT DUE: **$6,991.32**

Sign up for tax notifications (______)_______-___________ or at taxreminders.us
Carrier charges may apply. Pay online at missoulataxes.us **Make checks payable to Missoula County Treasurer**.

ROCKAWAY INVESTMENTS LLC
3525 WASHBURN ST
MISSOULA MT 59801-8951

2025 0001102509 00006471 0000699132 0001397061 0

2025 Real Estate Tax Statement
RETURN THIS STUB WITH YOUR PAYMENT

2ND HALF PAYMENT

Missoula County Treasurer
Tyler R Gernant
200 West Broadway Street
Missoula, MT 59802

PARCEL #: 1102509 **STATEMENT#: 6471**

DUE BY 5:00 P.M. ON OR BEFORE: **06/01/2026**

SECOND HALF AMOUNT DUE: **$6,979.29**

Sign up for tax notifications (______)_______-___________ or at taxreminders.us
Carrier charges may apply. Pay online at missoulataxes.us **Make checks payable to Missoula County Treasurer**.

ROCKAWAY INVESTMENTS LLC
3525 WASHBURN ST
MISSOULA MT 59801-8951

2025 0001102509 00006471 0000699132 0001397061 0

GENERAL TAX DETAIL

Levy Description	Amount
City	
CITY OF MISSOULA GEN FUND	1,717.52
County	
COUNTY AGING SERVICES(Voted)	36.22
COUNTY PUBLIC WORKS BRIDGES	18.70
CAPITAL IMPROVEMENTS	29.14
COMMUNITY & PLANNING SVC	27.46
COMMUNITY ASSISTANCE FUND	16.22
CHILDCARE PROVIDER TRAINING	1.30
DETENTION CENTER	247.98
DISTRICT COURT	13.24
ELECTIONS CENTER	10.58
COUNTY EXTENSION SERVICE	14.86
COUNTY FAIR	13.24
COUNTY GENERAL FUND	348.06
GRANTS AND COMMUNITY SERVICES	16.62
JUDGEMENT LEVY 2022	15.44
JUDGEMENT LEVY 2026	8.18
COUNTY LIBRARY(Voted)	66.98
LIBRARY GO BONDS(Voted)	40.10
LTGO 2017 BONDS(Voted)	4.08
COUNTY MENTAL HEALTH TREATME	2.14
COUNTY HISTORICAL MUSEUM(Voted)	14.48
COUNTY PARKS & RECREATION(Voted)	22.58
COUNTY PERMISSIVE MEDICAL LEVY	77.76
COUNTY PERMISSIVE SRS RETIREME	41.54
COUNTY/CITY PLANNING	13.36
COUNTY PROP & LIAB INS.	24.14
COUNTY PUBLIC SAFETY FUND	155.70
COMMUNITY JUSTICE DEPARTMENT	14.22
COUNTY SEARCH/RESCUE(Voted)	1.04
SEARCH/RESCUE SEELEY(Voted)	0.58
SHERIFF BUILDING BONDS	1.62
COUNTY SUBSTANCE ABUSE PR(Voted)	7.46
COUNTY TECHNOLOGY FUND	39.14
COUNTY WEED CONTROL(Voted)	14.48
Total County	**1,358.64**
Local School	
101 MISSOULA ELEM GEN	519.84
110 MISSOULA ELEM TRANS	241.76
111 MISSOULA ELEM BUS DEPR	0.32
113 MISSOULA ELEM TUITION	86.00
117 MISSOULA ELEM ADULT ED	17.98
128 MISSOULA ELEM TECH(Voted)	33.22
129 MISSOULA ELEM FLEX	10.52
150 MISSOULA ELEM DEBT SVC(Voted)	213.78
161 MISSOULA ELEM BLDG RESERVE	95.92
201 MSLA CO HIGH SCH GEN	240.38
210 MSLA CO HIGH SCH TRANS	54.52
211 MSLA CO HIGH SCH BUS DEPR	0.32
213 MSLA CO HIGH SCH TUITION	25.18
217 MSLA CO HIGH SCH ADULT ED	27.26
228 MSLA CO HIGH SCH TECH(Voted)	15.64
229 MSLA CO HIGH SCH FLEX	8.24
250 MSLA CO HIGH SCH DEBT SV(Voted)	87.56
261 MSLA CO HIGH SCH BLDG RES	19.46
RETIREMENT-ELEMENTARY	97.60
RETIREMENT-HIGH SCHOOL	47.70
TRANSPORTATION - HS/ELEM	11.74
Total Local School	**1,854.94**
Special Districts	
URBAN RENEWAL DIST 3 1-1D	6,267.00
MSLA URBAN TRANS DIST	***397.64***
Total Special Districts	**6,664.64**
State School	
STATE ELEM EQUALIZATION	214.17
STATE HS EQUALIZATION	142.78
STATE SCHOOL FOUNDATION EQUAL	259.60
STATE UNIVERSITY MILLAGE(Voted)	79.92
STATE VO-TECH MILLAGE	9.74
Total State School	**706.21**
Total General Taxes	**12,301.95**

** = Voted Levy to impose a New Mill Levy*
*** = Voted Levy Increase to a Levy Submitted to Electors*
**** = Voted Levy to Exceed Levy Limit (MCA 15-10-420)*

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
CPRK CITY PARK DIST.	CPRK	352.00	352.00
CRD CITY ROAD DIST.	CRD	358.50	358.50
FT MSLA PARKS OPEN SPACE(Voted)	FMRP	43.50	43.49
R006 ST LTS	R006	47.94	47.94
ROSP COUNTY OPEN SPACE(Voted)	ROSP	20.25	20.24
SOC SOIL CONSERV. DIST.	SOC	6.16	6.16
WQD WATER QUAL DIST.	WQD	11.98	0.00
TOTAL SPECIAL ASSESSMENTS		**840.33**	**828.33**

This property may qualify for tax assistance, including: Property Tax Assistance Program, Intangible Land Value Assistance Program, State Property Tax Assistance Program, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)329-1400 for further information.

General Taxes	District	Mill Levy	1st Half	2nd Half
CITY,TRANS,URBAN RENEWAL	1.1D	923.5700	6,150.99	6,150.96

TOTAL TAXES DUE CURRENT YEAR: $13,970.61

Enroll in Missoula County tax notifications at taxreminders.us.

Online check payments are free at missoulataxes.us Credit/debit card payments incur a flat fee of $1.25 plus 1.995% processing fee.

2025 REAL ESTATE
STATEMENT OF TAXES PAYABLE

TOTAL 2025 TAXES DUE: $13,970.61

PARCEL #: 1102509 **STATEMENT#: 6471**

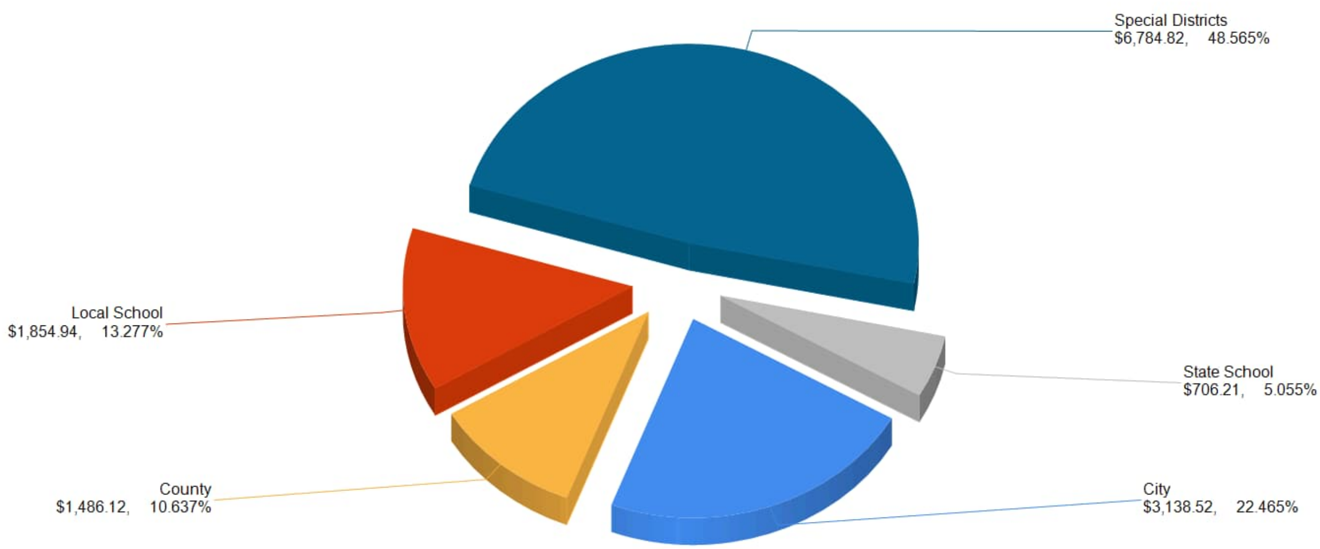
ROCKAWAY INVESTMENTS LLC
3525 WASHBURN ST
MISSOULA MT 59801-8951

Legal Description: (1) 04-2200-29-4-05-08-0000
MCLEOD ADDITION # 1, S29, T13 N, R19 W,
BLOCK 2, Lot 21 - 22

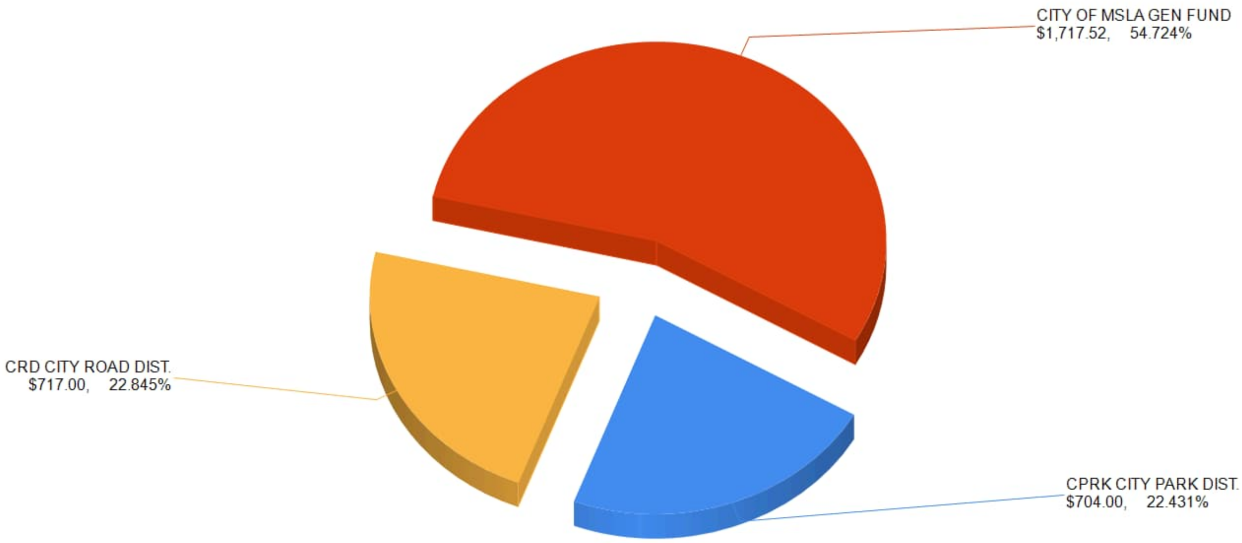
Valuation Type	Market Value	Taxable Value
Real Estate	579,228	9,557
Improvements	228,072	3,763
Personal Property	0	0
TOTAL	**807,300**	**13,320**

Billing date: 10/11/2025

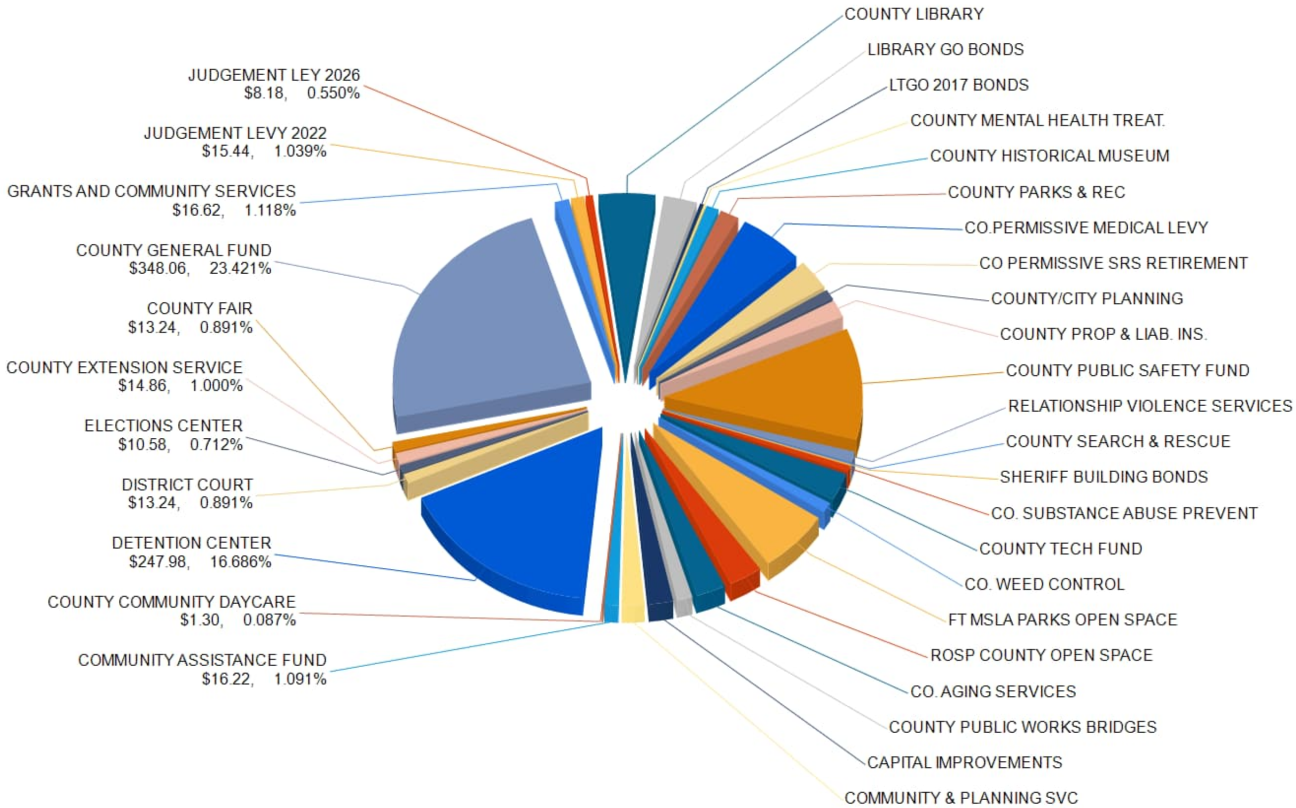
Tax Year: 2025, Parcel Number: 1102509
Total Tax Collection: $13,970.61
DISTRIBUTION SUMMARY



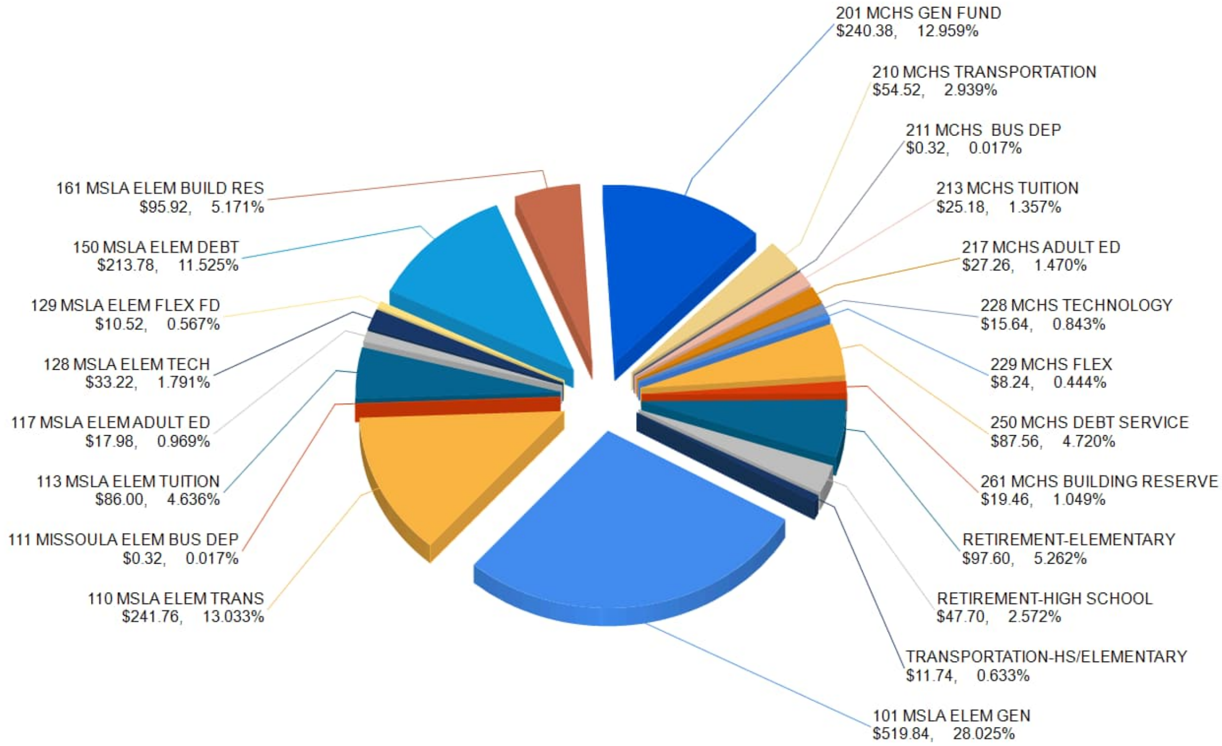
Tax Year: 2025, Parcel Number: 1102509
City Tax Collection: $3,138.52
DISTRIBUTION DETAIL



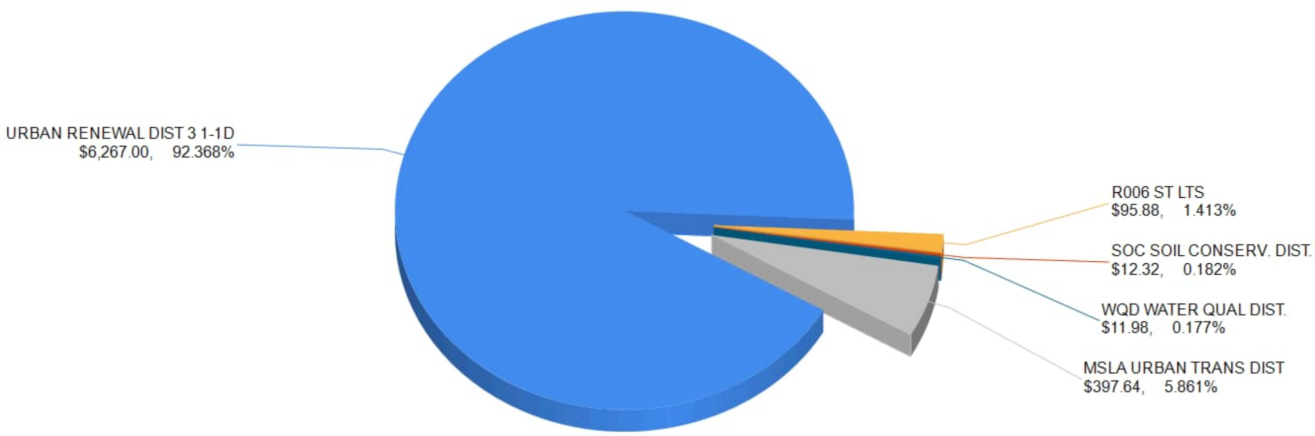
Tax Year: 2025, Parcel Number: 1102509
County Tax Collection: $1,486.12
DISTRIBUTION DETAIL



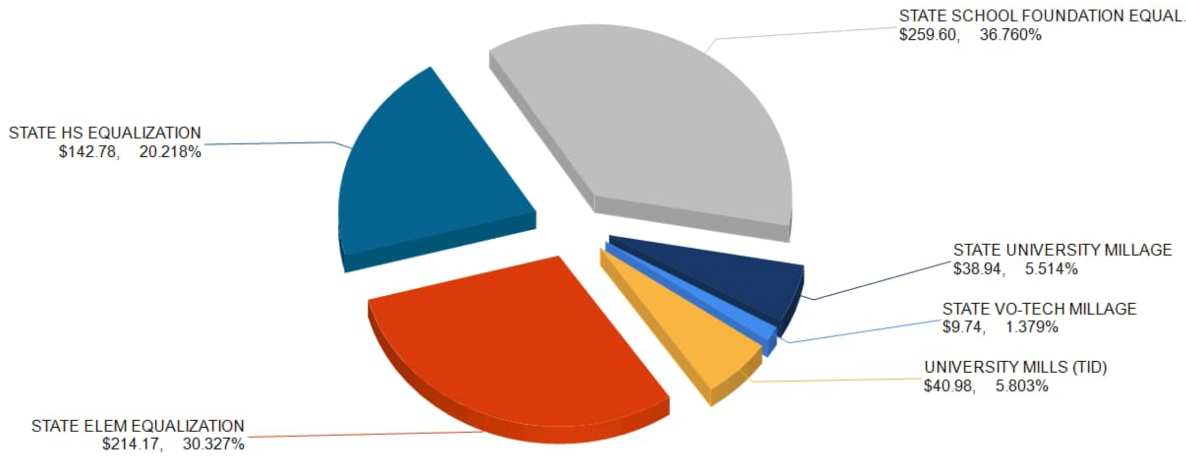
Tax Year: 2025, Parcel Number: 1102509
Local School Tax Collection: $1,854.94
DISTRIBUTION DETAIL



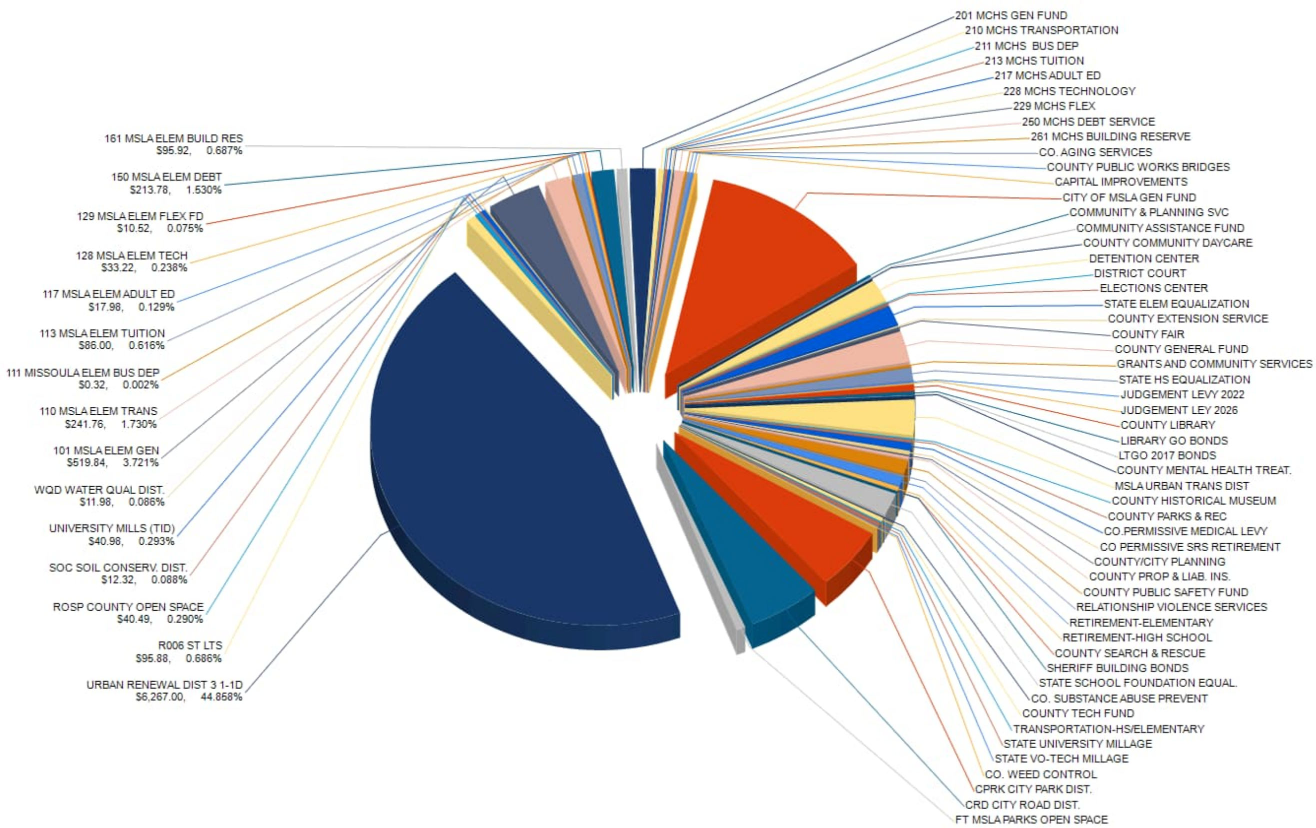
Tax Year: 2025, Parcel Number: 1102509
Special Districts Tax Collection: $6,784.82
DISTRIBUTION DETAIL

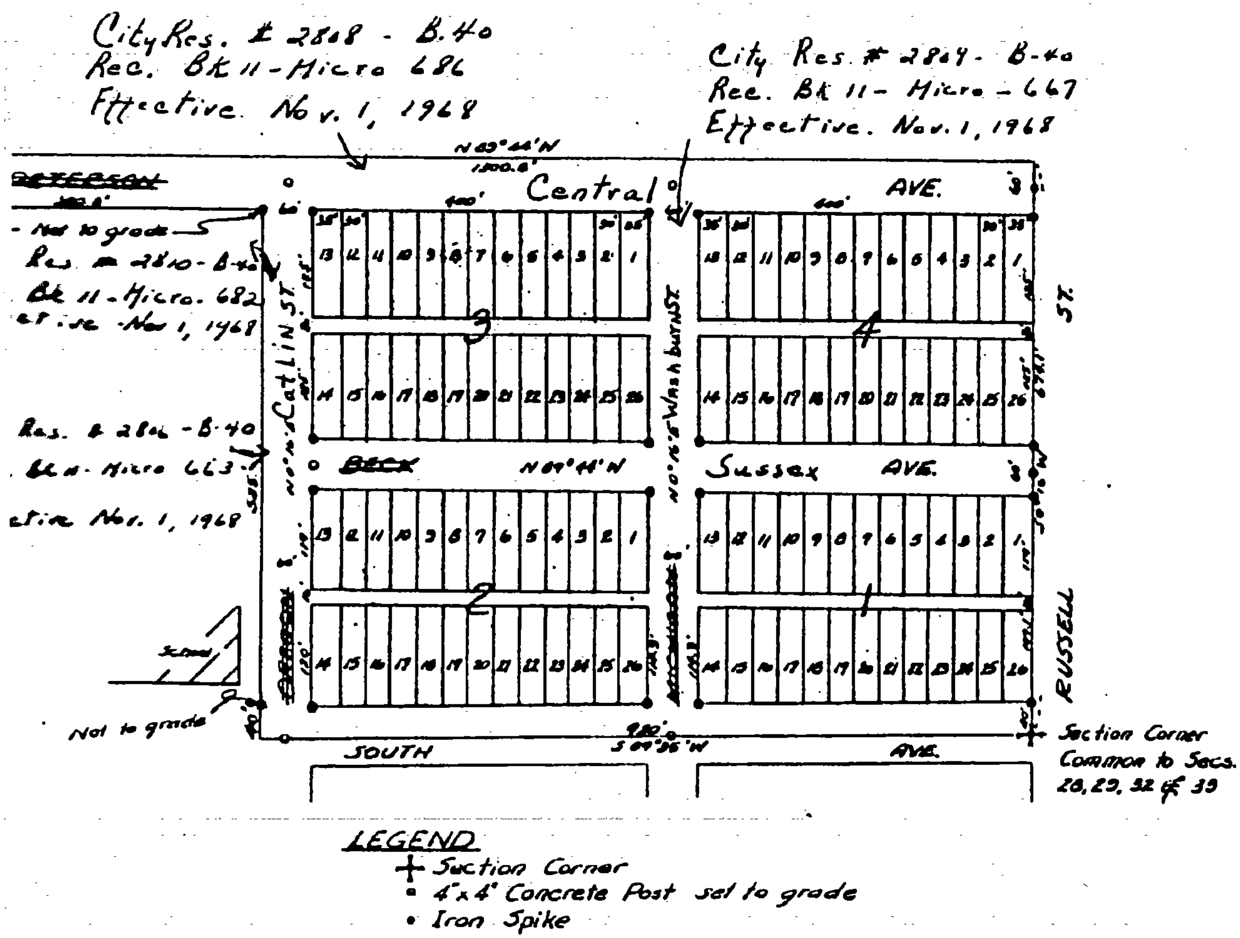


Tax Year: 2025, Parcel Number: 1102509
State School Tax Collection: $706.21
DISTRIBUTION DETAIL



Tax Year: 2025, Parcel Number: 1102509
Total Tax Collected: $13,970.61
DISTRIBUTION DETAIL





SURVEYOR'S CERTIFIC

R. J. Hale, being first duly sworn, on his oa[th] that he is a Civil Engineer and a competent Sur[veyor] made the survey hereon platted in the County o[f] State of Montana, that the annexed plat is a representation and diagram and that said plat is laid out according to law.

He further certifies that the lines, dimensions, [and] corners of this tract, lots, blocks, avenues, drives, stre[ets] and, alleys as hereon shown are a true representation an[d] that monuments were set as indicated.

SURVEYED AND PLATTED JUNE

Signed R. J. HALE
Registration No. 265

State of Montana
County of Missoula

(ENGINEER SEAL)

Subscribed and sworn to before me this 30 day of JUNE 1950

ROBERT F. SWANBERG
Notary Public for the State of Monta[na] residing at Missoula, Montana

My commission expires AUG. 22, 1952

(NOTARY SEAL)

DEDICATION

The SOUTH MISSOULA LAND COMPANY, a company organized and existing under the laws of the State of Montana does hereby certify that it is the sole owner and has caused to be surveyed, subdivided and platted into lots, blocks, pedestrian and vehicular thoroughfares as shown on the accompanying plat and certificate of survey hereunto annexed to be known as McLEOD ADDITION and described as follows: A piece or parcel of land situated in the SW¼ of Section 29, T.13N., R.19W., and more particularly described as follows:

Beginning at the section corner common to Sections 28, 29, 32 & 33, T.13N., R.19W.; thence S 89°-35' W a distance of 920 feet; thence N 0°-16' E a distance of 625 feet; thence N 89°-44' W a distance of 380.8 feet to the intersection with the east boundary of Butte Addition; thence N 0°-21' W along the east boundary of Butte

See File A-28-172

EXAMINED AND APPROVED

Date JUNE 14 1950

Signed R. J. HALE
County Engineer
Missoula County, Montana

EXAMINED AND APPROVED

Date JULY 5, 1950

2
LRS

201217403 B: 900 P: 80 Pages: 2
09/10/2012 12:38:31 PM Warranty Deed
Vickie M Zeier, Missoula County Clerk & Recorder

AND WHEN RECORDED MAIL TO:
Rockaway Investments, LLC
6618 Southpointe Ct
Missoula, MT 59803

(1)

Filed for Record at Request of:
First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 431897-M
Parcel No.: 1102509

WARRANTY DEED

FOR VALUE RECEIVED,

Earl and Irene Cooley, as Trustees of the Earl and Irene Cooley Revocable Living Trust, dated August 19, 1998

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Rockaway Investments, LLC

whose address is: **6618 Southpointe Ct, Missoula, MT 59803**

Hereinafter called the Grantee, the following described premises situated in **Missoula** County, **Montana**, to-wit:

> LOTS 21 AND 22 IN BLOCK 2 OF MCLEOD ADDITION, A PLATTED SUBDIVISION IN THE CITY OF MISSOULA, MISSOULA COUNTY, MONTANA, ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: September 09, 2012

Earl and Irene Cooley, as Trustees of the
Earl and Irene Cooley Revocable Living
Trust, dated August 19, 1998

Marabeth Fite

Marabeth Fite, Co-Trustee

STATE OF	Montana	)
		ss.
COUNTY OF	Missoula	)

This instrument was acknowledged before me on Sept 10, 2012, by **Marabeth Fite as Co-Trustee of the Earl & Irene Cooley Revocable Living Trust dated August 19, 1998**.

DUSKIE LEE GRAMM NOTARY PUBLIC SEAL STATE OF MONTANA

DUSKIE LEE GRAMM
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, MT
My Commission Expires
August 17, 2015

Notary Public for the State of Montana
Residing at:
My Commission Expires:

WHEN RECORDED MAIL TO:
First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

201816745 B:1003 P:161 Pages:3 Fee:$21.00
09/17/2018 03:25:17 PM Modification Of Mortgage Or
Tyler R. Gernant, Missoula County Clerk & Recorder

RECORDATION REQUESTED BY:
First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

FOR RECORDER'S USE ONLY

First Interstate Bank

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 28, 2018, is made and executed between Rockaway Investments, LLC, whose address is 6618 Southpointe Ct, Missoula, MT 59803-2957 ("Grantor") and First Interstate Bank, whose address is Missoula Downtown Branch, 101 East Front Street, P.O. Box 4667, Missoula, MT 59806-4667 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 16, 2013 (the "Deed of Trust") which has been recorded in Missoula County, State of Montana, as follows:

Recorded with Missoula County Clerk & Recorder on September 19, 2013 Doc No. 201318760.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Missoula County, State of Montana:

Lots 21, 22, 23 and 24 in Block 2 of MCLEOD ADDITION, a platted subdivision in the City of Missoula, Missoula County, Montana, according to the official recorded plat thereof.

The Real Property or its address is commonly known as 1610 and 1622 South Avenue West, Missoula, MT 59801.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extended Maturity Date to August 16, 2023.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of medical or recreational marijuana). (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or

MODIFICATION OF DEED OF TRUST
(Continued)

activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of medical or recreational marijuana).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 28, 2018.

GRANTOR:

ROCKAWAY INVESTMENTS, LLC

By: ______________________________
Robert A. Velin, Member of Rockaway Investments, LLC

By: ______________________________
Vicky A. Velin, Member of Rockaway Investments, LLC

LENDER:

FIRST INTERSTATE BANK

X ______________________________
~~**Leslie Dallapiazza**~~**, Vice President**
Boone Jensen on behalf of Leslie Dallapiazza.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Montana)
) **SS**
COUNTY OF Missoula)

This record was acknowledged before me on August 31, 2018 by **Robert A. Velin, Member of Rockaway Investments, LLC and Vicky A. Velin, Member of Rockaway Investments, LLC.**

JANICE JACOBSON
NOTARY PUBLIC for the State of Montana
Residing at Missoula, Montana
My Commission Expires March 10, 2022
SEAL
(Official stamp)

____
(Signature of notarial officer)

FSR
Title of officer (if not shown in stamp)

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Montana)
) **SS**
COUNTY OF Missoula)

This record was acknowledged before me on September 7, 2018 by ~~Leslie Dallapiazza~~ Boone Jensen on behalf of Leslie Dallapiazza as **Vice President** of **First Interstate Bank.**

SARAH J MARIANI
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, Montana
My Commission Expires
January 23, 2019

SARAH J MARIANI NOTARIAL SEAL STATE OF MONTANA

(Official stamp)

Sarah J Mariani
(Signature of notarial officer)

Title of officer (if not shown in stamp)

12
42

WHEN RECORDED MAIL TO:
First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

RECORDATION REQUESTED BY:
First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

SEND TAX NOTICES TO:
First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

201318760 B: 919 P: 926 Pages: 12
09/19/2013 11:38:45 AM Deed Of Trust
Vicky M Zeier, Missoula County Clerk & Recorder

FOR RECORDER'S USE ONLY

479613 M

First Interstate Bank

DEED OF TRUST

MAXIMUM LIEN. The total principal indebtedness that may be outstanding at any given time which is secured by this Deed of Trust is $560,065.24.

THIS DEED OF TRUST is dated September 16, 2013, among ROCKAWAY INVESTMENTS, LLC, whose address is 6618 Southpointe Ct, Missoula, MT 59803-2957 ("Grantor"); First Interstate Bank, whose address is Missoula Downtown Branch, 101 East Front Street, P.O. Box 4667, Missoula, MT 59806-4667 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Co., whose address is 1006 West Sussex, PO Box 549, Missoula, MT 59806-0549 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Missoula County, State of Montana:**

Lots 21, 22, 23 and 24 in Block 2 of MCLEOD ADDITION, a platted subdivision in the City of Missoula, Missoula County, Montana, according to the official recorded plat thereof.

The Real Property or its address is commonly known as 1610 and 1622 South Avenue West, Missoula, MT 59801.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property does not exceed forty (40) acres, and this instrument is a Trust Indenture executed in conformity with the Small Tract Financing Act of Montana.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Montana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of

Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, paralegal fees, and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Missoula County, State of Montana. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Montana.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Montana as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means First Interstate Bank, and its successors and assigns.

Borrower. The word "Borrower" means ROCKAWAY INVESTMENTS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents. This Deed of Trust is intended to be a trust indenture as provided for in the Small Tract Financing Act of Montana.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means ROCKAWAY INVESTMENTS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means First Interstate Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated September 16, 2013, **in the original principal amount of $560,065.24** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 16, 2018.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means First American Title Co., whose address is 1006 West Sussex, PO Box 549, Missoula, MT 59806-0549 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ROCKAWAY INVESTMENTS, LLC

By: ______________________
Robert A Velin, Member of ROCKAWAY INVESTMENTS, LLC

By: ______________________
Vicky A Velin, Member of ROCKAWAY INVESTMENTS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Montana)
) **SS**
COUNTY OF Missoula)

This instrument was acknowledged before me on September 16, 2013 by **Robert A Velin, Member of ROCKAWAY INVESTMENTS, LLC and Vicky A Velin, Member of ROCKAWAY INVESTMENTS, LLC.**

Laurie Palmer
Laurie Palmer
[Type or Print Name]

(Seal)

LAURIE PALMER
NOTARY PUBLIC for the State of Montana
Residing at Missoula, Montana
My Commission Expires May 16, 2016
NOTARIAL SEAL

Notary Public for the State of Montana
Residing at Missoula
My commission expires 5-16-2016

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: ____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

____.

Date: ____ **Beneficiary:** ______________________

By: ______________________

Its: ______________________

Customer Agreement for

Non-Insured Products and Services

Customer understands that many of the Products and Services available from Fidelity National Financial, Inc., its subsidiaries, affiliates, partners, licensors and/or authorized agents (collectively referred to herein as "the Company") through a Customer Service representative or other Company employee, the Global Premier Services ("GPS") website or any derivative website or mobile app, are not insured and do not provide the benefit or protection afforded by a policy of title insurance. If Customer desires such protection, a policy of title insurance, binder, commitment or guarantee should be requested from the Company.

Non-insured products that may be available via the GPS site or app include, but are not limited to: Property Profiles, eFarms, Lead Locators, AVMs, Foreclosure Reports, Subject Property Reports, Property Valuation Reports, Premium Leads and Owners and Encumbrance Reports.

BY THE EXECUTION AND SUBMISSION OF THIS CUSTOMER AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES:

a. That the Company's sole obligation under a non-insured report and this Customer Agreement shall be to set forth information such as the ownership of and liens and encumbrances against the land as requested and in doing so, the Company is not acting as an abstractor of title.
b. That the Company shall not be obligated under a non-insured report to pay costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Customer.
c. That a non-insured report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.
d. That the Company's liability under a non-insured report for an error or omission is, as stated below, limited and that if Customer desires that the Company assume additional liability, a policy of title insurance, binder, commitment, or guarantee should be requested from the Company.
e. That any dissemination of non-insured reports to third parties is subject to all terms, conditions and limitations of this Customer Agreement and Customer agrees to make third parties aware of these limitations of liability.
f. That the GPS website and mobile app may contain additional Terms and Conditions governing access to and use of the sites themselves. Nothing contained herein should be deemed to alter, amend or conflict with those Terms and Conditions.
g. That the report is not valid and the Company shall have no liability thereunder unless the Limitations of Liability as stated below are attached thereto.

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS, OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.