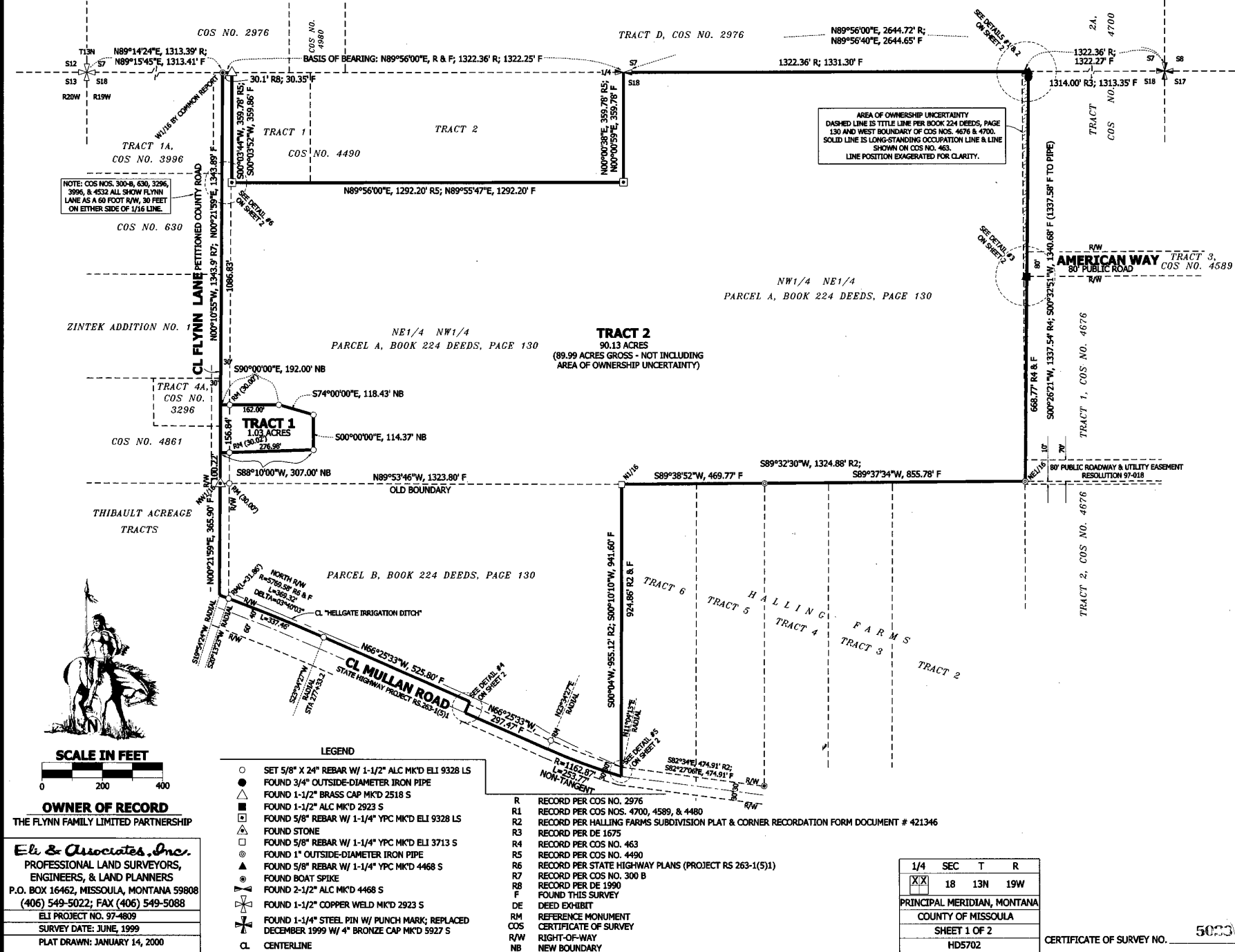
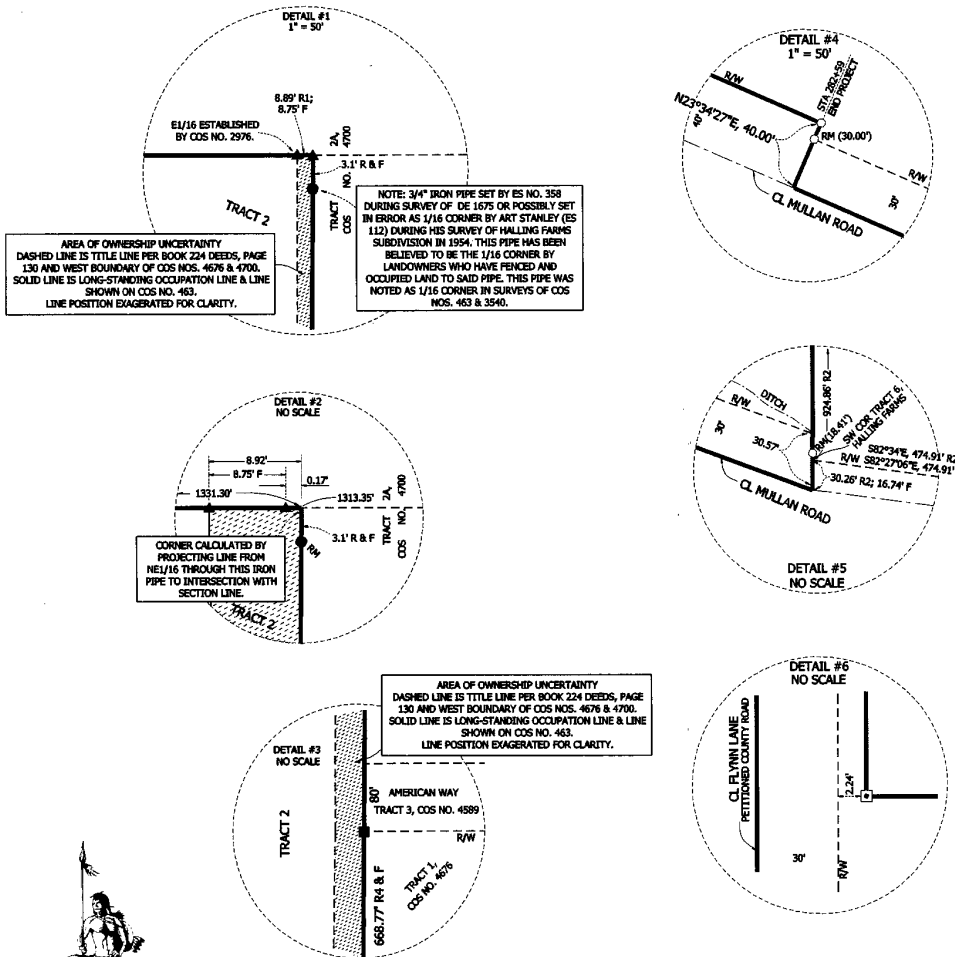




# CERTIFICATE OF SURVEY



# CERTIFICATE OF SURVEY



**OWNER OF RECORD**  
THE FLYNN FAMILY LIMITED PARTNERSHIP

**Ell & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS,  
ENGINEERS, & LAND PLANNERS  
P.O. BOX 16462, MISSOULA, MONTANA 59808  
(406) 549-5022; FAX (406) 549-5088  
ELI PROJECT NO. 97-4809  
SURVEY DATE: JUNE, 1999  
PLAT DRAWN: JANUARY 14, 2000

- LEGEND**
- SET 5/8" X 24" REBAR W/ 1-1/2" ALC MK'D ELI 9328 LS
  - FOUND 3/4" OUTSIDE-DIAMETER IRON PIPE
  - △ FOUND 1-1/2" BRASS CAP MK'D 2518 S
  - ▲ FOUND 1-1/2" ALC MK'D 2923 S
  - FOUND 5/8" REBAR W/ 1-1/4" YPC MK'D ELI 9328 LS
  - ⊠ FOUND STONE
  - ⊡ FOUND 5/8" REBAR W/ 1-1/4" YPC MK'D ELI 3713 S
  - ⊞ FOUND 1" OUTSIDE-DIAMETER IRON PIPE
  - ⊟ FOUND 5/8" REBAR W/ 1-1/4" YPC MK'D 4468 S
  - ⊠ FOUND BOAT SPIKE
  - ⊡ FOUND 2-1/2" ALC MK'D 4468 S
  - ⊞ FOUND 1-1/2" COPPER WELD MK'D 2923 S
  - ⊟ FOUND 1-1/4" STEEL PIN W/ PUNCH MARK; REPLACED DECEMBER 1999 W/ 4" BRONZE CAP MK'D 5927 S
  - ⊠ CENTERLINE

- R1 RECORD PER COS NO. 2976
- R2 RECORD PER COS NOS. 4700, 4589, & 4480
- R3 RECORD PER HALLING FARMS SUBDIVISION PLAT & CORNER RECORDATION FORM DOCUMENT #421346
- R4 RECORD PER COS NO. 463
- R5 RECORD PER COS NO. 4490
- R6 RECORD PER STATE HIGHWAY PLANS (PROJECT RS 263-1(5)1)
- R7 RECORD PER COS NO. 300 B
- R8 RECORD PER DE 1990
- F FOUND THIS SURVEY
- DE DEED EXHIBIT
- RM REFERENCE MONUMENT
- COS CERTIFICATE OF SURVEY
- R/W RIGHT-OF-WAY
- NB NEW BOUNDARY

## LEGAL DESCRIPTION: (Perimeter)

Tracts of land located in the North one-half (N1/2) of Section 18, Township 13 North, Range 19 West, Principal Meridian Montana; Missoula County, Montana, previously recorded as Book 224 Deeds, Page 130; being further described as:

Beginning at the West one-sixteenth corner (W1/16) by common report, common to Sections 7 & 18, Township 13 North, Range 19 West, Principal Meridian Montana, Missoula County, Montana, a found monument and the true point of beginning; thence N89°56'00"E, 30.35 feet; thence S00°03'52"W, 359.86 feet; thence N89°55'47"E, 1292.20 feet; thence N00°00'59"E, 359.78 feet to the one-quarter corner (1/4) common to said Sections 7 & 18; thence N89°56'40"E, 1331.30 feet; thence S00°32'51"W, 1340.68 feet to the Northeast one-sixteenth (NE1/16) of said Section 18; thence S89°37'34"W, 855.78 feet; thence S89°38'52"W, 469.77 feet; thence S00°10'10"W, 941.60 feet to the centerline of Mullan Road; thence the next two courses along the centerline of said Mullan Road, westerly along a non-tangent curve whose center bears N11°04'13"E, having a radius of 1162.87 feet, an arc length of 253.77 feet; thence N66°25'33"W, 297.47 feet; thence N23°34'27"E, 40.00 feet to the Northernly right-of-way of said Mullan Road; thence the next two courses along said Northernly right-of-way of Mullan Road; thence N66°25'33"W, 525.80 feet; thence along the arc of a curve to the left, having a radius of 5769.58 feet, an arc length of 369.32 feet to the intersection of the said Northernly right-of-way of Mullan Road and the centerline of Flynn Lane; thence along the said centerline of Flynn Lane, N00°21'59"E, 1709.79 feet to the point of beginning, containing 91.16 acres.

## LEGAL DESCRIPTION: (Tract 1)

Tract 1, Certificate of Survey No. 5023, located in the Northwest one-quarter (NW1/4) of Section 18, Township 13 North, Range 19 West, Principal Meridian Montana; Missoula County, Montana; containing 1.03 acres.

## LEGAL DESCRIPTION: (Tract 2)

Tract 2, Certificate of Survey No. 5023, located in the North one-half (N1/2) of Section 18, Township 13 North, Range 19 West, Principal Meridian Montana; Missoula County, Montana; containing 90.13 acres.

All of the above described tracts are subject to any and all easements existing, shown, and/or of record.

## OWNERS CERTIFICATION:

We hereby certify that the purpose of this division of land is to relocate the existing boundary between adjoining properties outside of a platted subdivision. Therefore, this division of land is exempt from review as a subdivision pursuant to section 76-3-207(1)(a), MCA, to wit: "divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties."

ss Mary Flynn  
Mary Flynn for the Flynn Family Limited Partnership

State of Montana }  
County of Missoula }  
On this 21st day of JAN, 2000, before me personally appeared Mary Flynn for the Flynn Family Limited Partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that the partnership executed the same.

ss Mary Inabnit  
Notary Public for the State of Montana

Residing at Missoula; My Commission Expires 10/24/08

## SURVEYORS CERTIFICATION:

I certify that this survey represents work done by me or under my direction during the months of May & June 1998.

ss Steven M. Inabnit, Pres. Jan 17, 2000  
Steven M. Inabnit, Professional Land Surveyor  
Montana Registration No. 9328LS  
President, Ell & Associates, Inc.



## PURPOSE OF SURVEY:

This survey is filed with the intent to qualify for the exemption found in Section 76-3-207(1)(a), MCA.

## FINAL APPROVAL GRANTED BY:

ss Michael Brown 1/26/00  
Missoula County Surveyor

ss Edward J. Dege 1/26/00  
Missoula City-County Health Department

"This Certificate of Survey was not reviewed for adequate access, installation of utilities, compliance with zoning, comprehensive plan, or availability of public services; nor does this approval obligate Missoula County to provide road maintenance, dust abatement, or other services."

1/4	SEC	T	R
<input checked="" type="checkbox"/>	18	13N	19W
PRINCIPAL MERIDIAN, MONTANA			
COUNTY OF MISSOULA			
SHEET 2 OF 2			
HD5702			

200001820  
I received and filed this instrument for record on the 21st day of JAN, 2000 at 10:00 o'clock A.M., permanent files of Missoula County, State of Montana. Witness my hand: Michael Brown County Recorder By Edward J. Dege Deputy  
Fees \$ 6.00 - CE Paid  
SAC# 2656 SPA#3599 5023  
CERTIFICATE OF SURVEY NO.

This Indenture, Made the 24<sup>th</sup> day of December,

A. D. one thousand nine hundred and fifty-one BETWEEN  
EDNA MAY ROSS, formerly Edna May Denkenberger,

of Butte, Montana, Part Y of the FIRST PART  
and ELMER FLYNN and MARY FLYNN, husband and wife, as joint tenants  
with rights of survivorship, and not as tenants in common,

of Missoula, Montana, the Parties of the SECOND PART;

WITNESSETH, that the said Part Y of the FIRST PART, for and in consideration of  
the sum of TEN AND NO/100 - - - - - Dollars (\$10.00)  
lawful money of the United States of America to her in hand paid by said Parties of the SECOND  
PART, the receipt whereof is hereby acknowledged, do ES. by these presents grant, bargain,  
sell, convey, warrant and confirm unto the said Parties of the SECOND PART, AS JOINT  
TENANTS AND TO THE SURVIVOR OF SAID NAMED JOINT TENANTS,  
(and not as tenants in common) and to the heirs and assigns of such survivor forever, the hereinafter  
described real estate situated in the city or town of

County of Missoula, and State of Montana, to-wit:

The Northwest Quarter of the Northeast Quarter (NW<sup>1</sup>/NE<sup>1</sup>/4) and the  
Northeast Quarter of the Northwest Quarter (NE<sup>1</sup>/NW<sup>1</sup>/4), of Section  
Eighteen (18), Township Thirteen (13) North, Range Nineteen (19) West,  
M.P.M., containing 80 Acres according to the Government Survey; Also  
that portion of the Southeast Quarter of the Northwest Quarter (SE<sup>1</sup>/NW<sup>1</sup>/4)  
of Section Eighteen (18), Township Thirteen (13) North, Range Nineteen  
(19) West, lying north of the public road running from Missoula to  
Grass Valley, and being particularly described as follows: Beginning  
at the Northeast corner of the Southeast Quarter of the Northwest  
Quarter of said Section 18, running thence due South 980 feet more or  
less to the center of the County Road; thence North 88°30' West along  
the center of said county road to the west line of the Southeast  
Quarter of the Northwest Quarter of said Section 18; thence due north  
420 feet more or less to the north line of said Southeast Quarter of  
the Northwest Quarter of Section 18, thence due east 1320 feet more or  
less to the place of beginning, containing 21.1 acres more or less;  
and all the water rights, water ditches, water appropriations, canals,  
flumes and water privileges belonging to the aforesaid land or any  
part thereof, and particularly 80 inches of the water of Grant Creek as  
of date July 1, 1871, being the right as decreed by Conclusion of Law  
No. 12 in Decree in certain action in District Court Fourth Judicial

District of the State of Montana, in and for the County of Missoula,  
being Cause No. 7600 wherein John Richliwas plaintiff, and Catherine  
Flynn and others were defendants; and also 40 inches of water in the  
Flynn-Lowney ditch, represented by 40 shares of the capital stock of  
Hell Gate Valley Irrigation Company with same preferred and prior rights  
attached to said 40 shares as attached to the 600 shares of stock here-  
tofore issued to the estate of Catherine Flynn, deceased; reserving a  
right of way along fence line for a ditch.

TOGETHER, with all and singular the hereinbefore described premises, all tenements,  
hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and  
reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right,  
title, interest, right of dower and right of homestead, possession, claim, and demand whatsoever, as well  
in law as in equity, of the said Part Y of the FIRST PART, of, in or to the said premises, and every  
part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD, all  
and singular the above mentioned and described premises unto the said Parties of the SECOND PART,  
as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of  
the survivor of said named joint tenants forever.

And the said Part.Y.... of the FIRST PART, and her heirs, do hereby covenant that they will forever WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Parties of the SECOND PART, as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants, against all acts and deeds of the said Part.Y.... of the FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.



IN WITNESS WHEREOF, the said Part.Y.... of the FIRST PART has hereunto set her hand and seal the day and year first hereinbefore written.

Signed, Sealed and Delivered in the presence of

Edna May Ross formerly  
Edna May Denkenberger (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF MONTANA,  
County of Missoula. } ss.

On this 24<sup>th</sup> day of December, in the year nineteen hundred and fifty-one before me W. T. Boone, a Notary Public for the State of Montana, personally appeared EDNA MAY ROSS, formerly Edna May Denkenberger,

known to me  
(or proved to me on oath of

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial

Seal the day and year first above written.

W. T. Boone  
Notary Public for the State of Montana.

Residing at Missoula, Montana

My Commission expires Nov. 13, 1952

WARRANTY DEED  
(To Joint Tenants)

TO

Dated 1952, 19  
STATE OF MONTANA, } ss.  
County of Missoula  
Filed for Record this 17<sup>th</sup> day of  
April, A. D. 1952  
at 8:48 o'clock A. M., and  
Recorded in Book 224 of Deeds  
on Page 130 of the Records of  
County of Missoula  
State of Montana  
By Martin J. Bohannon  
County Clerk and Recorder.  
Deputy.  
Fees \$4.00  
Return to Delta Abstract Co.  
HM - R-YQ

After Recording Return To:  
Alan F. McCormick  
Garlington, Lohn & Robinson, PLLP  
350 Ryman Street • P.O. Box 7909  
Missoula, MT 59807-7909

BSL 40841

### MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, made this 8 day of July, 2021, between **HEH, LLC**, whose mailing address is 2265 S. 3<sup>rd</sup> Street West, Missoula, MT 59801 as GRANTOR, **Alan F. McCormick of GARLINGTON, LOHN & ROBINSON, PLLP**, with principal office at 350 Ryman Street, Missoula, Montana 59802, as TRUSTEE, and **FLYNN FAMILY LIMITED PARTNERSHIP**, of 8623 E. Iliff Drive, Denver, CO 80231, as BENEFICIARY,

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

Tracts 2 and 5 of Certificate of Survey No. 6817 located in the Northwest one-quarter of Section 18, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana, according to the official certificate of survey thereof, recorded in the records of Missoula County.

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

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of One Million Three Hundred Forty Seven Thousand Nine Hundred Ninety and 33/100 Dollars (\$1,347,990.33) without accruing interest until paid, according to the terms of a promissory note, dated July 8, 2021, made by Grantor payable to the order of Beneficiary in installments, the last, of which, unless sooner paid, will be due and payable on January 1, 2023; (2) Payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; and (3) Performance of each agreement of Grantor herein and in said note contained.

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

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

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

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

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

4. To pay before delinquent all taxes and assessments, including interest and penalties, affecting said premises and improvements; to promptly pay and discharge all encumbrances, charges and liens on said property which at any time are, or appear to be, prior or superior hereto. The failure of Grantor to make any of such payments shall constitute a default under this trust.

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

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

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

IT IS MUTUALLY AGREED THAT:

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

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

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

- (a) Consent to the making of any map or plat of the property,
- (b) Join in granting any easement or creating any restriction thereon,
- (c) Join in any subordination or other agreement affecting this Trust Indenture or lien or charge thereof,



(d) Reconvey, without warranty, all or any part of the property.

9. Both parties agree that Beneficiary may, if Beneficiary so elects, procure and thereafter continue during the term of this Trust Indenture, for as long as Beneficiary desires, a form of insurance acceptable to Beneficiary insuring Beneficiary against any loss sustained by Beneficiary by reason of any default in payment by Grantor of the secured indebtedness. If Beneficiary elects to procure such insurance, Grantor shall promptly reimburse Beneficiary the full amount of the initial premium for such insurance. Beneficiary may thereafter pay all annual renewal premiums from such escrow. Should the amount deposited in escrow be insufficient to pay any renewal premium in full as the same become due, Grantor shall immediately upon demand deposit with or pay to Beneficiary such additional amount as may be sufficient to pay the renewal premium in full. Failure of Grantor to pay or deposit any of the amounts referred to herein shall constitute a default of the terms of this Trust Indenture.

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

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

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

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

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

14. After the lapse of such time as may then be required by law following the recordation of said notice of default and of election to cause said property to be sold, and notice of default and notice of sale having been given as then required by law, Trustee, or its attorney, without demand on Grantor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale for a period not exceeding fifteen (15) days by public proclamation by such notice of the postponed sale need be given. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary (but excluding Trustee) may bid at the sale. After deducting all costs and expenses of exercising the power of sale and of the sale, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustees' and attorney's fees, Trustee shall apply the proceeds of sale to payment of all amounts secured hereby and due hereunder, including all sums expended by the Trustee and Beneficiary, or either of them, with accrued interest thereon at the rate of eight percent (8%) per annum from the date of expenditure thereof, and the surplus, if any, to the person or persons legally entitled thereto; provided that the Trustee, in its discretion, may deposit such surplus with the County Clerk and Recorder of the county in which the sale took place.

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

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

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

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

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

20. Trustee accepts this Trust when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law.

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

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

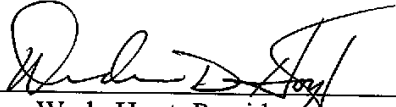
IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year first hereinabove written.

**GRANTOR**

HEH, LLC, a Montana limited liability company

By: Hoyt Homes, Inc., a Montana corporation

Its: Manager



By: Wade Hoyt, President

STATE OF MONTANA )

: ss.

County of Missoula )

This instrument was acknowledged before me on the 8 day of July 2021, by Wade Hoyt, as President of Hoyt Homes, Inc, Manager of HEH, LLC, Maker.

