



1438 North 1st Street, Hamilton, MT 59840  
Phone (406)363-2340, Fax (406)363-2346

Prepared Exclusively for:  
**Paula Crews**  
**Keller Williams of Western MT**  
**1200 South Reserve Street Suite F**  
**Missoula, MT 59801**

Date: **December 31, 2024**

Property Profile No.: **1169250-R**

Last Grantee of Record: **Poesis Properties LLC**

Property Address (if of record): **401 Main Street, Stevensville, MT 59870**

Brief Legal Description: **Lot 27B, Amended Subdivision Plat No. 613777, being a portion of Block 27, Original Townsite of Stevensville, Ravalli County, Montana, according to the official recorded plat thereof.**

**Attachments:**

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

Flying S Title and Escrow of Montana, Inc. appreciates your business. If we can be of further assistance please contact, **Elaine Hoblitt** at **(406)363-2340**.

This information is furnished in conformance with the rules established by the Montana Commissioner of Securities and Insurance. A detailed examination of title may disclose additional liens and encumbrances not noted herein. Accordingly, it is not intended that this property profile be relied upon as a title report. Flying S Title and Escrow of Montana, Inc. is not responsible for any errors or omissions in the information provided.



STATE OF MONTANA RAVALLI COUNTY Page: 1 of 2

DOCUMENT: 704928 WARRANTY DEED

RECORDED: 12/5/2016 2:32:13 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$14.00 By R. Montgomery Deputy

**AND WHEN RECORDED MAIL TO:**

Poesis Properties LLC

82 River Vista Ct  
Stevensville MT 59840

Filed for Record at Request of:

First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 614301-R

Parcel No.: 248300 & P #238100

**WARRANTY DEED**

FOR VALUE RECEIVED,

**Calderwood Land Holdings, LLC, a Montana limited liability company**

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

**Poesis Properties LLC**

whose address is: ,

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

Lot 27A and Lot 27B, Amended Subdivision Plat No. 613777, being a portion of Block 27, Original Townsite of Stevensville, Ravalli 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: December 05, 2016



# Ravalli County | Detail

Date: 12/30/24  
Time: 04:30:27 pm

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 248300  
Type: Real

Name and Address  
POESIS PROPERTIES LLC  
% STORYBROOK MEDICINE -  
ADD ONLY-  
401 MAIN ST  
STEVENSVILLE MT 59870

Property Tax Query TW Range SC Description  
Sub/Blk/Lot STEVENSVILLE / 27/ Geo 1764-27-1-02-01-0000 2-1  
STEVENSVILLE LOT 1 & PT LOTS 2 & 3 BLK 27 AMEND SUB PLAT  
#613777 LOT 27B 6,044 SQ FT

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	24	12/03/24	12/06/24	2,708.47	0.00	0.00	<b>5,416.88</b>
Tax Due	24	12/30/24	06/02/25	2,708.41	0.00	0.00	
Paid	23	11/29/23	11/30/23	2,586.49	0.00	0.00	<b>5,368.54</b>
Paid	23	05/29/24	05/31/24	2,782.05	0.00	0.00	
Paid	22	11/22/22	11/30/22	2,770.31	0.00	0.00	<b>5,540.59</b>
Paid	22	05/22/23	05/31/23	2,770.28	0.00	0.00	
Paid	21	11/22/21	11/30/21	2,758.05	0.00	0.00	<b>5,516.05</b>
Paid	21	05/16/22	05/31/22	2,758.00	0.00	0.00	
Paid	20	11/17/20	12/04/20	2,601.25	0.00	0.00	<b>5,202.47</b>
Paid	20	05/24/21	06/01/21	2,601.22	0.00	0.00	
Paid	19	11/22/19	12/02/19	2,561.54	0.00	0.00	<b>5,123.04</b>
Paid	19	05/13/20	05/31/20	2,561.50	0.00	0.00	
Paid	18	11/08/18	11/30/18	2,214.21	0.00	0.00	<b>4,428.39</b>
Paid	18	05/22/19	05/31/19	2,214.18	0.00	0.00	
Paid	17	11/06/17	11/30/17	2,197.66	0.00	0.00	<b>4,395.28</b>
Paid	17	05/21/18	05/31/18	2,197.62	0.00	0.00	
Paid	16	12/06/16	12/09/16	2,336.79	0.00	0.00	<b>4,748.42</b>
Paid	16	07/14/17	05/31/17	2,336.76	46.73	28.14	
Paid	15	12/07/15	11/30/15	2,347.19	46.94	4.51	<b>4,821.64</b>
Paid	15	07/05/16	05/31/16	2,347.14	46.94	28.92	
Paid	14	11/26/14	12/01/14	2,174.94	0.00	0.00	<b>4,349.87</b>
Paid	14	06/03/15	06/01/15	2,174.93	0.00	0.00	

# Ravalli County | Detail

Date: 12/30/24  
Time: 04:30:55 pm

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

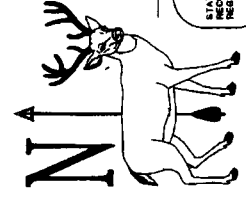
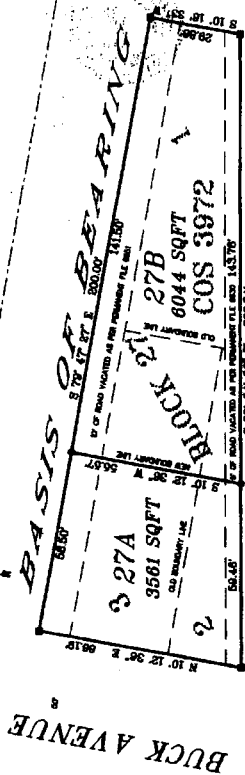
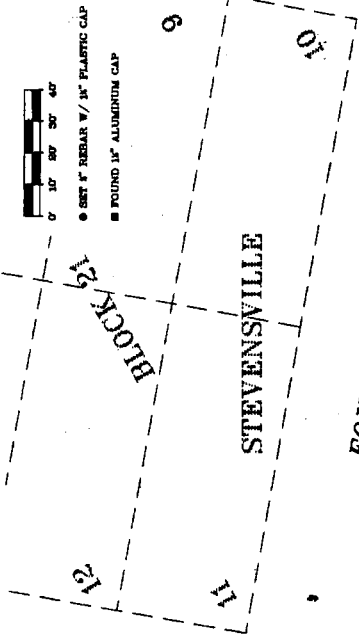
Tax ID: 248300  
Type: Real

Name and Address  
POESIS PROPERTIES LLC  
% STORYBROOK MEDICINE -  
ADD ONLY-  
401 MAIN ST  
STEVENSVILLE MT 59870

Property Print TW Range SC Description  
- 27 STEVENSVILLE Geocode: 1764-27-1-02-01-0000 LOT 1 & PT LOTS  
2 & 3 BLK 27 AMEND SUB PLAT #613777 LOT 27B 6,044 SQ FT

Class Taxable/\$	Dist	Quantity	Market
42207 Commercial City/Town Lots 3,058.00	2-1	0.14	161,824.00
43507 Improvements on Commercial Cit 8,380.00	2-1	0.00	443,376.00
990051 SOIL & WATER CONSERVATION 11,438.00	51	0	0.00
990079 NORTH VALLEY LIBRARY (STEVI) 11,438.00	79	0	0.00
990279 NORTH VALLEY LIBRARY PERMISSIV 11,438.00	279	0	0.00
999302 2014 OPEN SPACE 11,438.00	RO14	0	0.00
999304 2020 OPEN SPACE 11,438.00	RO20	0	0.00
999305 2022 OPEN SPACE 11,438.00	RO22	0	0.00

**AMENDED SUBDIVISION PLAT**  
**PURPOSE: RELOCATION AND AGGREGATION OF LOTS**  
**OWNERS: CALDERWOOD LAND HOLDINGS, LLC**



**A PORTION OF BLOCK 27,  
 TOWNSITE OF STEVENSVILLE,  
 A PLATTED SUBDIVISION OF  
 RAVALLI COUNTY, MONTANA**

**CERTIFICATE OF SUBDIVISION**  
 I, the undersigned, being duly sworn, do hereby certify that we have surveyed and platted the above described land in accordance with the following trust of land in Ravalli County:  
 A tract of land located in and being a portion of the Township of Stevensville and being more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 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397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 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1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 21



STATE OF MONTANA RAVALLI COUNTY Page: 1 of 12  
 DOCUMENT: 704929 DEED OF TRUST  
 RECORDED: 12/5/2016 2:32:18 PM  
 Regina Plettenberg, CLERK AND RECORDER  
 Fee \$84.00 By R. Montgomery Deputy

WHEN RECORDED MAIL TO:  
 Farmers State Bank  
 Loan Operations  
 5501 Old Hwy 93  
 Florence, MT 59833

RECORDATION REQUESTED BY:  
 Farmers State Bank  
 Victor  
 103 Main St  
 PO Box 190  
 Victor, MT 59875

SEND TAX NOTICES TO:  
 Poesis Properties LLC  
 82 River Vista Court  
 Stevensville, MT 59870

614301-R FOR RECORDER'S USE ONLY

**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 \$257,063.00.

**THIS DEED OF TRUST** is dated December 5, 2016, among Poesis Properties LLC ("Grantor"); Farmers State Bank, whose address is Victor, 103 Main St, PO Box 190, Victor, MT 59875 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Company of Montana, Inc, whose address is P O Box 596, Hamilton, MT 59840 (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 Ravalli County, State of Montana:

Lot 27A and Lot 27B, Amended Subdivision Plat No. 613777, being a portion of Block 27, Original Townsite of Stevensville, Ravalli County, Montana, according to the official recorded plat thereof.

The Real Property or its address is commonly known as 400 Buck St and 401 Main St, Stevensville, MT 59870.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and 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 Borrower or 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:**

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no



STATE OF MONTANA RAVALLI COUNTY Page: 1 of 7

DOCUMENT: 704930 MISCELLANEOUS MORTGAGES

RECORDED: 12/5/2016 2:32:23 PM

Regina Mettenberg, CLERK AND RECORDER

Fee \$49.00 By R. Montgomery Deputy

**WHEN RECORDED MAIL TO:**

Farmers State Bank  
Loan Operations  
5501 Old Hwy 93  
Florence, MT 59833

**RECORDATION REQUESTED BY:**

Farmers State Bank  
Victor  
103 Main St  
PO Box 190  
Victor, MT 59875

**SEND TAX NOTICES TO:**

Poesis Properties LLC  
82 River Vista Court  
Stevensville, MT 59870

61430-R

**FOR RECORDER'S USE ONLY**

**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated December 5, 2016, is made and executed between Poesis Properties LLC (referred to below as "Grantor") and Farmers State Bank, whose address is 103 Main St, PO Box 190, Victor, MT 59875 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Ravalli County, State of Montana:

Lot 27A and Lot 27B, Amended Subdivision Plat No. 613777, being a portion of Block 27, Original Townsite of Stevensville, Ravalli County, Montana, according to the official recorded plat thereof.

The Property or its address is commonly known as 400 Buck St and 401 Main St, Stevensville, MT 59870.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and 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 Borrower or 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.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute



**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 80003992

Page 2

Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Montana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**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 Assignment 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 Assignment or any Related Documents,

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 80003992

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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 Rents or 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 Assignment 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.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

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

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment 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 Borrower or Grantor.

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

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment 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 Assignment 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 Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or 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 Borrower or 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 Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or 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.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party 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.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 80003992

Page 4

demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of 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 shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. 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.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**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 Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, 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.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment 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.

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

**Governing Law.** This Assignment 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 Assignment has been accepted by Lender in the State of Montana.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Ravalli County, State of Montana.

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 80003992

Page 5

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this Assignment 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.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment 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 Assignment 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 Assignment. 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 Assignment, 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.

**Notices.** Any notice required to be given under this Assignment 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 Assignment. Any party may change its address for notices under this Assignment 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.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment 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 Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment 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 Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**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

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 80003992

Page 6

Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. 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 Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means Poesis Properties LLC, Kirk L Crews and Lisa M Crews.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

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

**Grantor.** The word "Grantor" means Poesis Properties LLC.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**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 Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means Farmers State Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated December 5, 2016, in the original principal amount of \$257,063.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**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 of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.





STATE OF MONTANA RAVALLI COUNTY Page: 1 of 2

DOCUMENT: 704931 MORTGAGE FIXTURE

RECORDED: 12/5/2016 2:35:56 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$7.00 By

*R. Montgomery*

Deputy

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**L. Glover-Watrous (406) 642-2304**

B. E-MAIL CONTACT AT FILER (optional)  
**lindag@farmersbank.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Farmers State Bank  
 103 Main St  
 PO Box 190  
 Victor, MT 59875**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME  
**Poesis Properties LLC**

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**82 River Vista Court Stevensville MT 59870 USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME OF ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**Farmers State Bank**

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**103 Main St, PO Box 190 Victor MT 59875 USA**

4. COLLATERAL: This financing statement covers the following collateral:

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessor/Lessor  Consignor/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

**UCC FINANCING STATEMENT ADDENDUM**

**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME <b>Poesis Properties LLC</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)INITIAL(S)				
SUFFIX				
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
COUNTRY			

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):	16. Description of real estate: <b>Lot 27A and Lot 27B, Amended Subdivision Plat No. 613777, portion of Block 27, Original Townsite of Stevensville, Ravalli County, Montana.</b>

17. MISCELLANEOUS:



Tax Year: 2024

Scale: 1:462.80 Basemap: Imagery Hybrid



## Summary

### Primary Information

Property Category: RP

Subcategory: Commercial Property

Geocode: 13-1764-27-1-02-01-0000

Assessment Code: 0000248300

#### Primary Owner:

POESIS PROPERTIES LLC  
C/O STORYBROOK MEDICINE - ADD ONLY -  
STEVENSVILLE, MT 59870-2501  
Note: See Owners section for all owners

#### Property Address:

401 MAIN ST  
STEVENSVILLE, MT 59870

Certificate of Survey:

Legal Description: STEVENSVILLE ORIGINAL TOWNSITE, S27, T09 N, R20 W, 6044 SQUARE FEET, LOT 1 & PT LOTS 2&3 AMEND SUB PLAT#613777 LOT 27B

Last Modified: 10/4/2024 18:4:17 PM

Tax Year: 2024

## General Property Information

Neighborhood: 213.970.C	Property Type: Improved Property
Living Units: 0	Levy District: 13-0732-2-1
Zoning:	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: 0	Limited: 0

## Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

## Land Summary

Land Type:	Acres:	Value:
Grazing	0	0
Fallow	0	0
Irrigated	0	0
Continuous Crop		
Wild Hay	0	0
Farmsite	0	0
ROW	0	0
NonQual Land	0	0
Total Ag Land	0	0
Total Forest Land	0	0
Total Market Land	0.139	161824

## Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
12/5/2016			12/5/2016	704928	Warranty Deed
12/14/2005	564	339	N/A		
5/1/1994	208	562	N/A		

## Owners

Tax Year: 2024

## Party #1

Default Information:	POESIS PROPERTIES LLC C/O STORYBROOK MEDICINE - ADD ONLY - STEVENSVILLE, MT 59870-2501
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	6/17/2021 9:31:18 AM

## Appraisals

### Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2024	161824	443376	605200	INCOME
2023	161824	443376	605200	INCOME
2022	86731	406869	493600	INCOME

## Market Land

### Market Land Item #1

Method: Sqft	Type: Primary Site
Width: n/a	Depth: n/a
Square Feet: 6044	Acres: n/a
Class Code: 2207	Value: 161824

## Dwellings

No dwellings exist for this parcel

## Other Buildings

Tax Year: 2024

## Outbuilding/Yard Improvement #1

Type: Commercial	Description: CPA1 - Paving, asphalt
Quantity: 1	Year Built: 1982
Grade: A	Condition: Com 3 Normal
Functional: 3-Normal	Class Code: 3507
<b>Dimensions</b>	
Width/Diameter: n/a	Length: n/a
Size/Area: 2700	Height: n/a
Bushels: n/a	Circumference: n/a

## Commercial

### Commercial Summary

#### Buildings Summary

Building Number	Building Name	Structure Type	Units	Year Built
1		349 - Medical Office Building	1	1960

Tax Year: 2024

## Existing Building #1

### General Building Information

Building Number: 1	Building Name: n/a
Structure Type: 349 - Medical Office Building	Units/Building: 1
Identical Units: 1	Grade: A
Year Built: 1960	Year Remodeled: n/a
Class Code: 3507	Effective Year: 2000
Percent Complete: n/a	

### Interior/Exterior Data #1

Level From: B1 Use Type: 082 - Multi-Use Office	Level To: B1
Dimensions Area: 616 Use SK Area: 1	Perimeter: 100 Wall Height: 8
Features Exterior Wall Desc: 00 - None Economic Life: n/a Partitions: 2-Normal AC Type: 0-None Physical Condition: 2-Fair	Construction: 0-None % Interior Finished: 100 Heat Type: 1-Hot Air Plumbing: 2-Normal Functional Utility: 3-Normal

Other Features Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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### Interior/Exterior Data #2

Level From: 01 Use Type: 053 - Office	Level To: 01
Dimensions Area: 4278 Use SK Area: 1	Perimeter: 382 Wall Height: 8
Features Exterior Wall Desc: 02 - Frame Economic Life: n/a Partitions: 2-Normal AC Type: 1-Central Physical Condition: 3-Normal	Construction: 1-Wood Frame/Joist/Beam % Interior Finished: 100 Heat Type: 1-Hot Air Plumbing: 2-Normal Functional Utility: 3-Normal

Other Features Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
PP1 - Porch, open	1	6	16	0	96	5234.88	5235

### Elevators and Escalators

Description	Units	Rise-ft	Stops	Speed	Capacity	Cost
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## Ag/Forest Land

No ag/forest land exists for this parcel

Tax Year: 2024

## Easements

No easements exist for this parcel

## Disclaimer

The Montana State Library (MSL) provides this product/service for informational purposes only. MSL did not produce it for, nor is it suitable for legal, engineering, or surveying purposes. Data from disparate sources may not be in vertical alignment. Consumers of this information should review or consult the primary data and information sources to ascertain the viability of the information for their purposes. The MSL provides these data in good faith and in no event, shall be liable for any incorrect results or analysis, any lost profits and special, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data or the services provided. The MSL makes these data and services available as a convenience to the public, and for no other purpose. The MSL reserves the right to change or revise published data and/or services at any time.



Date: \_\_\_\_\_

Your Name: \_\_\_\_\_ Office: \_\_\_\_\_ Sales Price: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Will Flying S Title & Escrow be handling the closing?  Yes  No

**Realtor Information**

Commission Split: \_\_\_\_\_ % Listing Office: \_\_\_\_\_ % Selling Office: \_\_\_\_\_ %

Listing Agent: \_\_\_\_\_ Office: \_\_\_\_\_ Phone: \_\_\_\_\_

Selling Agent: \_\_\_\_\_ Office: \_\_\_\_\_ Phone: \_\_\_\_\_

Need by Date: \_\_\_\_\_ Est. Closing Date: \_\_\_\_\_ Earnest Money: \_\_\_\_\_

Property Address: \_\_\_\_\_

Legal Description or Tax ID No. \_\_\_\_\_

**Seller:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Lender Information**

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**Attorney Information**

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**Buyer/Borrower:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Email

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
Email

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Special Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Preparing Your Home FOR SALE

First impressions have major impact on potential Buyers. Try to imagine what a potential Buyer will see when they approach your house for the first time and walk through each room. Ask your Real Estate Agent for advice; they know the marketplace and what helps a home sell. Here are some tips to present your home at its best:

## INTERIOR

### Clean:

- Doors
- Windows
- Light switches
- Baseboards
- Chair rails
- Carpets
- Draperies

### Paint:

- Paint/repaint rooms in neutral colors as needed

### Other Tasks:

- Remove/pull back dark curtains
- Lubricate squeaky door hinges
- Clean ceiling fans
- Check for cobwebs in all corners
- Fix scratches in wooden floors
- Repair/replace broken flooring
- Use area rugs, if needed
- Empty wastebaskets
- Make beds
- Fluff or replace accent pillows

## KITCHEN

- Keep dishes and food out of sight
- Clean appliances
- Sweep/Mop
- Clean light fixtures
- Test electrical outlets
- Eliminate cooking odors
- Deodorize garbage disposal, dishwasher, and refrigerator
- Clean cupboards and under sink
- Replace garbage disposal gasket to reduce noise

## BATHROOMS

- Remove soap residue, mildew, and mold from surfaces
- Clean out cabinets; remove nonessentials
- Keep fresh, clean towels on towel rack
- Clean/lubricate shower door
- Replace shower curtain
- Clean exhaust fan, heater; replace if broken or noisy
- Clean out area behind washer/dryer
- Eliminate any mildew odors

## CLOSETS

- Keep closets clean and free of clutter
- Throw out or pack away nonessentials
- Eliminate any signs of dampness
- Check for and eliminate cracks

## GARAGE | CARPORT | SHED

- Clean and unclutter
- Adjust tension rod to eliminate sag from garage door
- Put away tools
- Clear any cobwebs
- Remove oil/paint stains from floor
- Lubricate/adjust/repair garage door opener
- Vacuum
- Replace filter
- Clean intake vent

## EXTERIOR

### Replace, repair, paint:

- Plaster
- Wood siding
- Trim
- Rain gutters
- Shutters
- Doors
- Draperies
- Window frames
- Screen
- Water spigots
- Street numbers on house
- Fences/gates
- Outdoor lighting

### Clean:

- Siding
- Windows/screen
- Pet droppings
- Outdoor BBQ
- Pool/spa
- Service areas/trash cans
- Haul away garbage/debris
- Straighten woodpile
- Test doorbell
- Clean oil stains from driveway

## ADDITIONAL TIPS

### Clean everything

Cleanliness signals to a Buyer that the home has been well cared for and is most likely in good repair. A messy home will cause Buyers to notice every flaw.

### Unclutter your home

The less “stuff” in and around a home, the roomier it will seem.

### Let the light in

Open the blinds. Put brighter bulbs in all the lamps. Bright, open rooms feel larger and more inviting.

### Let some fresh air in

If the weather is nice, open the windows. Fresh flowers and potpourri can also be used to your advantage.

### Send the kids to Grandma's

Or take them on a walk around the block. Active children can be distracting to someone viewing a home.

### Paint

There's nothing that improves the value of a home more than a few cans of paint. And it's so often easier to paint a room than it is to scrub it. Stick with neutral colors.

### Keep the noise down

Turn off TV and turn on soft instrumental background music.

Whatever It Takes



FLYING S  
TITLE & ESCROW

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# ESCROW PROCESS: *Start to Finish*



## STEP 1

Signed contract provided to Buyer's Lender - Buyer receives loan estimate from Lender

## STEP 2

Escrow opened & title commitment issued - the commitment is based on a search of the public records & includes a chain of ownership

## STEP 3

Flying S works to remove lien & encumbrances listed on Title Commitment to provide "clear title"

## STEP 6

Loan documents & instructions delivered to Flying S

## STEP 5

Buyer receives closing disclosure from Lender 3 days prior to closing or consummation

## STEP 4

Inspections & appraisals ordered - inspection reports sent to applicable parties & appraisal sent to Lender for review

## STEP 7

Escrow closing documents compiled by Flying S

## STEP 8

Appointments set for both Buyer & Seller

## STEP 9

The Closing: Loan & escrow documents signed by Buyer with assistance from Escrow Officer

## STEP 12

Loan documents returned to Lender for review & approval

## STEP 11

The Closing: Seller signs required documents for transfer of property

## STEP 10

The Closing: Buyer deposits required "good funds" with Flying S

## STEP 13

Lender "funds loan" (sends loan proceeds to escrow) & gives authorization to record

## STEP 14

Flying S records documents - after recording confirmed funds are disbursed



*Whatever It Takes*





# 7 reasons

## Why Every Homebuyer Needs Owner's Title Insurance

Buying a home is an exciting and emotional time for many people. To help you buy your home with more confidence, make sure you get Owner's Title Insurance. **Here's why it's so important for you:**

### 1 PROTECT YOUR LARGEST INVESTMENT

A home is probably the single largest investment you will make in your life. You insure everything else that's valuable to you—your life, car, health, pets, etc., so why not your largest investment? For a one-time fee, Owner's Title Insurance protects your property rights for as long as you or your heirs own your home.

### 2 REDUCES YOUR RISK

If you're buying a home, there are many hidden issues that may pop up only after you purchase your home. Getting an Owner's Title Insurance Policy is the best way to protect yourself from unforeseen legal and financial title discrepancies. Don't think it will happen to you? Think again.

Unexpected title claims include:

- outstanding mortgages and judgments, or a lien against the property because the Seller has not paid his taxes
- pending legal action against the property that could affect you
- an unknown heir of a previous owner who is claiming ownership of the property

### 3 YOU CAN'T BEAT THE VALUE

Owner's Title Insurance is a one-time fee that's very low relative to the value it provides. It typically costs around 0.5% of the purchase price.

### 4 COVERS YOUR HEIRS

As long as you or your heirs own your home, Owner's Title Insurance protects your property rights.

### 5 NOTHING COMPARES

Homeowners insurance and warranties protect only the structure and belongings of your home. Getting Owner's Title Insurance ensures your family's property rights stay protected.

### 6 SELLERS PAY IT FORWARD

The Seller generally pays for the Buyer's Owner's Title Insurance Policy, providing you with the same protection and peace of mind they received when they bought the property.

### 7 PEACE OF MIND

If you're buying a home, Owner's Title Insurance lets you rest assured, knowing that you're protected from inheriting any existing debts or legal problems, once you've closed on your new home.

*Whatever It Takes*



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# FIGHTING FRAUD ONE WIRE AT A TIME



Every day, hackers try to steal money by emailing fake wire instructions. Criminals will use a similar email address and steal a logo and other information to make it look like the email came from your Real Estate Agent or Title Company. **You can protect yourself and your money by following these steps:**



## BE VIGILANT

**CALL, DON'T EMAIL.** Confirm your wiring instructions by phone using a known number before transferring funds. Don't use phone numbers or links from an email.

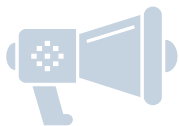
**BE SUSPICIOUS.** After initial wire instructions have been sent, it's uncommon for title companies to change these instructions. At Flying S, our wire instructions will not change.



## PROTECT YOUR MONEY

**CONFIRM EVERYTHING.** Ask your bank to confirm the name on the account before sending a wire.

**VERIFY IMMEDIATELY.** Within four to eight hours, call Flying S Title & Escrow or your Real Estate Agent to confirm they received your money.



## WHAT TO DO IF YOU'VE BEEN TARGETED

**IMMEDIATELY** call your bank and ask them to issue a recall notice for your wire.

**REPORT** the crime to [www.IC3.gov](http://www.IC3.gov).

**CALL** your regional FBI office and police.

**DETECTING** that you sent money to the wrong account within 24 hours is the best chance of recovering your money.

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**LAND  
FOR  
SALE**

## VACANT PROPERTY SCAM

### Elements of the fraud typically include:

- The land is vacant.
- The owner's mailing address on the property tax bill is in another state.
- The Seller refuses to meet "face-to-face" even by video call.
- Photo IDs are barely legible.
- The Seller looks to sell the property fast, often for cash and below market.
- Private notaries are obtained by the Seller, not the title company.
- The Seller is unfamiliar with the property including HOAs, access, or similar development constraints.

### *Take action!*

#### Verify that the Seller matches the person on the land deed. This can include:

- Verifying signatures match
- Validating a photo ID
- Use identity authentication services
- Contact the owner using the information from the county tax records

#### Watch out for common red flags such as:

- Seller is traveling and must do everything by email.
- Seller has a family emergency requiring a cash sale for substantially less than full price.
- Email address and phone number is from a foreign country.
- Seller makes excuses or applies pressure to get the deal done, even when not returning paperwork.

### *If you fall victim:*

**Immediately call your regional FBI office and police, and report the crime to [www.IC3.gov](http://www.IC3.gov).**



*Whatever It Takes*  
FSTE.COM