



**305 3rd Ave. W / P.O. Box 548, Superior, MT 59872
Phone (406)822-3391, Fax (406)822-3396**

**Prepared Exclusively for:
Al Dunlap
Regent Realty
PO Box 214, 226 Mullan Gulch Road
St Regis, MT 59866**

Date: **August 04, 2021**

Property Profile No.: **995880-ML**

Last Grantee of Record: **David Levenson and Shannon Levenson**

Property Address (if of record): **800 Adams Street, Alberton, MT 59820**

Brief Legal Description: **Tract of land located in the West one-half of Section 1,
Township 14 North, Range 23 West, P.M.M., Mineral County,
Montana, as delineated on Certificate of Survey 655B, records of
Mineral County, Montana, and designated as Tract 7 thereon.**

Parcel No. Ref: 583000

Attachments:

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

First American Title Company appreciates your business. If we can be of further assistance please contact, **Jennifer Dague** at **(406)822-3391**.

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. First American Title Company is not responsible for any errors or omissions in the information provided.

2020 REAL Property Tax Statement

MINERAL COUNTY TREASURER
PO BOX 100 / 300 RIVER ST
SUPERIOR MT 59872

10/26/20

Tax Payer	Property Description
LEVENSON SHANNON & DAVID 524 SAN ANSELMO AVE STE 123 SAN ANSELMO CA 94960-2614	Twn/Rng/Sect 14N/23W /01 ACRES 138.36, GOV LOTS 3,5,6,11,12,13,14 & NE4SW4 LESS MILW R/W NORTH OF RW AND LESS TRACT 2 OF COS 627B Complete Legal Description Attached

Tax Payer 583000
School District 1576 ALBERTON-OUT
Taxable Value 3,406
Geo Code 2322-01-1-01-05-0000

Tax Description	1st Half	2nd Half	Total Tax	% of Tax	Tax Amount	Mill Levy
LAND	374.83	374.82	749.65			
BLDS & IMPROVEMENTS	706.17	706.17	1,412.34			
FOREST FIRE	15.49	15.48	30.97			
SOIL DISTRICT	1.73	1.73	3.46			
1st Half Due (11/30/20)	1,098.22					
2nd Half Due (05/31/21)		1,098.20				
Total Bill			2,196.42			

STATE SCHOOL LEVY	14.73 %	\$323.57	95.000
DISTRICT SCHOOL LEVY	36.04 %	\$791.69	232.440
STATE LEVY - UNIVERSI	0.93 %	\$20.44	6.000
COUNTYWIDE EDUCATION	6.51 %	\$142.95	41.970
Total School	58.21 %	\$1,278.65	375.410
County			
GENERAL	3.10 %	\$68.10	20.000
WEED	0.31 %	\$6.81	2.000
FAIR	0.45 %	\$9.88	2.900
AIRPORT	0.00 %	\$0.00	
DISTRICT COURT	1.32 %	\$28.95	8.500
COMPREHENSIVE INSURAN	2.48 %	\$54.50	16.000
LIBRARY	1.26 %	\$27.59	8.100
PLANNING BOARD	1.01 %	\$22.14	6.500
HEALTH & SANITATION	0.54 %	\$11.92	3.500
MENTAL HEALTH	0.00 %	\$0.00	
SENIOR CITIZENS	0.26 %	\$5.79	1.700
EXTENSION SERVICE	0.93 %	\$20.44	6.000
PUBLIC SAFETY FUND	5.09 %	\$111.89	32.850
PERS/SRS RETIREMENT	0.19 %	\$4.26	1.250
PERMISSIVE MEDICAL LE	5.09 %	\$111.85	32.839
HOSPITAL	3.72 %	\$81.74	24.000
HOSPITAL - 2 YEAR VOT	0.00 %	\$0.00	
FOREST PRODUCTIVITY	0.00 %	\$0.00	
Total County	25.75 %	\$565.86	166.139
Other			
DETENTION CENTER	3.49 %	\$76.64	22.500
FRENCHTOWN RURAL FIRE	10.66 %	\$234.03	68.710
AMBULANCE	0.31 %	\$6.81	2.000
SOIL CONSERVATION	0.16 %	\$3.46	1.030
Total Other	14.62 %	\$320.94	94.240
Fees			
FIRE PROTECTION TAX	1.41 %	\$30.97	
Total Fees	1.41 %	\$30.97	0.000
Total Bill	100.00 %	\$2,196.42	635.789

Please make checks payable to MINERAL COUNTY TREASURER

Payment by CREDIT CARD IS ACCEPTED. See reverse side for more information.

NOTE: Paid receipts will NOT be returned without a STAMPED, SELF-ADDRESSED ENVELOPE.

Property valuation staff may be visiting your property to conduct an on-site review for property tax purposes. You or your agent may want to be present. If you wish to make an appointment contact Dept. of Revenue at 406-329-1400. (HB-188)

NOTICE: The appeal process for valuation review must be followed or a refund of taxes will not be considered by the County Commissioners.

Receipt Validation for 1st Half: 1,098.22
 Penalty:
 Interest:
 Total:
 Receipt Validation for 2nd Half: 1,098.20
 Penalty:
 Interest:
 Total:

Total if both halves paid: 2,196.42



Name LEVENSON SHANNON & DAVID
524 SAN ANSELMO AVE STE 123
583000

Due 1,098.22 11/30/20

Return this stub with payment to:
MINERAL COUNTY TREASURER
PO BOX 100 / 300 RIVER ST
SUPERIOR MT 59872

Total if both halves paid: 2,196.42



Name LEVENSON SHANNON & DAVID
524 SAN ANSELMO AVE STE 123
583000

Due 1,098.20 05/31/21

Return this stub with payment to:
MINERAL COUNTY TREASURER
PO BOX 100 / 300 RIVER ST
SUPERIOR MT 59872

CERTIFICATE OF SURVEY

LOCATED IN THE NW1/4 AND SW1/4 OF SEC. 1 AND THE NE1/4 OF SEC. 2, T.14N., R.23W., P.M.M., MINERAL COUNTY, MONTANA

PURPOSE OF SURVEY:

THE PURPOSE OF THIS CERTIFICATE OF SURVEY IS TO DEPICT THE RELOCATION OF COMMON BOUNDARIES.

SEE SHEET 2 FOR PERIMETER LEGAL DESCRIPTION

CERTIFICATION OF LANDOWNERS

WE HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO DEPICT THE RELOCATION OF COMMON BOUNDARIES, THEREFORE THIS DIVISION OF LAND IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO SECTION 76-3-207 (1)(G), MCA, TO WIT: "DIVISIONS MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES", AND FURTHER, TRACT 7 IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO 76-4-122(1)(A)(G), MCA, TO WIT: "THE REMAINDER IS 1 ACRE OR LARGER AND HAS AN INDIVIDUAL SEWAGE SYSTEM SERVING A DISCHARGE SOURCE THAT WAS IN EXISTENCE PRIOR TO APRIL 29, 1983, AND, IF REQUIRED WHEN INSTALLED, THE SYSTEM WAS APPROVED PURSUANT TO LOCAL REGULATIONS OR THIS CHAPTER;

ARM 24.183.1104 (1)(G)(G)

"THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD."

DAVID LEVENSON
STATE OF CALIFORNIA
COUNTY OF MARICU
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON NOV. 4, 2020,
BY DAVID LEVENSON.

NOTARY PUBLIC
[Signature]
SHANNON LEVENSON
STATE OF CALIFORNIA
COUNTY OF MARICU
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON NOV. 4, 2020,
BY SHANNON LEVENSON.



LINE	BEARING	DISTANCE
L1	S86°10'01"E (F)	785.21 (F)
	N90°00'00"W (R)	253.35 (R2)
L2	S86°10'01"E (F)	292.68 (F)
	N90°00'00"W (R)	283.20 (R2)
L3	N80°00'00"E (F)	236.80 (F2)



DATE
AUGUST 2019 - APRIL 2020
RECORD OWNERS
DAVID AND SHANNON LEVENSON
SURVEY COMMISSIONED BY:
DAVID LEVENSON

LEGEND

- = SET 5/8"x24" REBAR WITH 1-1/4" YPC (T.L. JACOBSON 13748LS)
- ▲ = FOUND GRANITE STONE WITH CHISELED 'X' TOP
- = FOUND 5/8" REBAR (NO CAP)
- = FOUND 5/8" IRON ROD (NO CAP)
- = FOUND 5/8" REBAR WITH 1-1/2" ALUM. CAP MARKED "3"
- △ = FOUND 5/8" REBAR WITH 1-1/2" ALUM. CAP MARKED "1"
- ◇ = FOUND MONUMENT AS NOTED
- (F) = FOUND THIS SURVEY
- (R1) = RECORD OR ADDITIVE PER FIELD NOTES FOR OLD CONTRACT NO. 275, PERFORMED IN 1894 BY RODNEY W. PAGE AND ARTHUR PAGE
- (R2) = RECORD OR ADDITIVE PER CERTIFICATE OF SURVEY NO. 187
- (R3) = RECORD OR ADDITIVE PER EAST ALBERTSON
- (R4) = RECORD OR ADDITIVE PER DRAWER 1 (DESS) CARD 883
- (R5) = RECORD OR ADDITIVE PER BOOK 4 (DESS) PAGE 113
- (R6) = RECORD OR ADDITIVE PER RIGHT-OF-WAY PLANS FOR FEDERAL AID PROJECT NO. 5-407(1)
- YPC = YELLOW PLASTIC CAP
- CCS = CERTIFICATE OF SURVEY
- R/W = RIGHT-OF-WAY
- O.B. = OLD BOUNDARY
- NFSL = NATIONAL FOREST SYSTEM LANDS
- MRE = MISCELLANEOUS REAL ESTATE
- (G) = GROSS
- (N) = NET
- ☒ = PUBLIC LAND SURVEY SYSTEM CORNER, CALCULATED POSITION DEPICTED FOR VISUAL REFERENCE ONLY

CERTIFICATE OF EXAMINING LAND SURVEYOR

THIS SURVEY HAS BEEN APPROVED THIS 20th DAY OF November, 2020.
SS Dean Sletty
MINERAL COUNTY EXAMINING LAND SURVEYOR
MONTANA LICENSE NO. 16192

CERTIFICATE OF MINERAL COUNTY SANITARIAN

DATED THIS 14 DAY OF December, 2020.
SS Amber KS
MINERAL COUNTY SANITARIAN

CERTIFICATE MINERAL COUNTY LAND PLANNER

DATED THIS 14 DAY OF December, 2020.
SS Amber Hill
MINERAL COUNTY LAND PLANNER

CERTIFICATE MINERAL COUNTY TREASURER

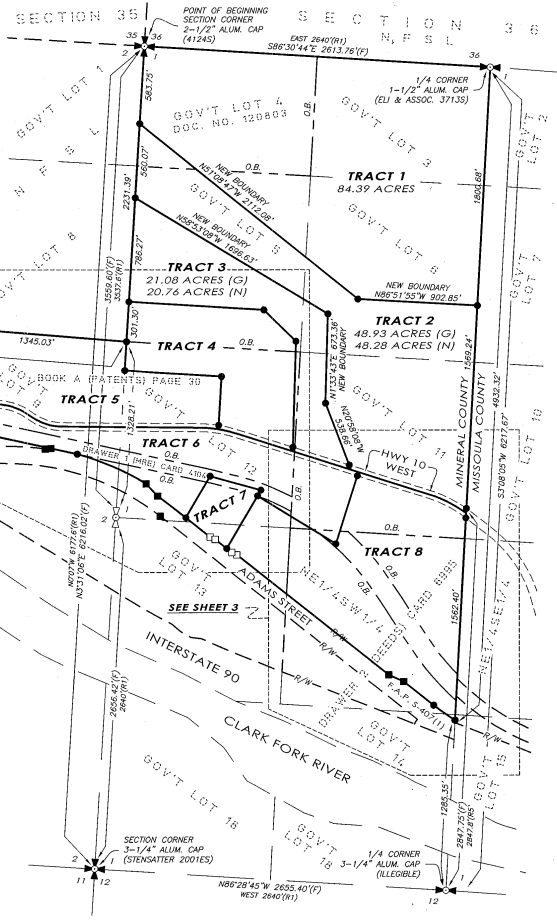
I HEREBY CERTIFY THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND ABOVE DESCRIBED ARE PAID PURSUANT TO 76-3-207(3)(G) MCA.
SS Maury Hamill 12/2/20
MINERAL COUNTY TREASURER

CERTIFICATE FILING BY CLERK AND RECORDER

STATE OF Montana
COUNTY OF Mineral
FILED FOR RECORD THIS 15 DAY OF December, 2020.
SS Kelann Meles 12/15/20 fee \$39.00
CLERK AND RECORDER
MINERAL COUNTY, MONTANA

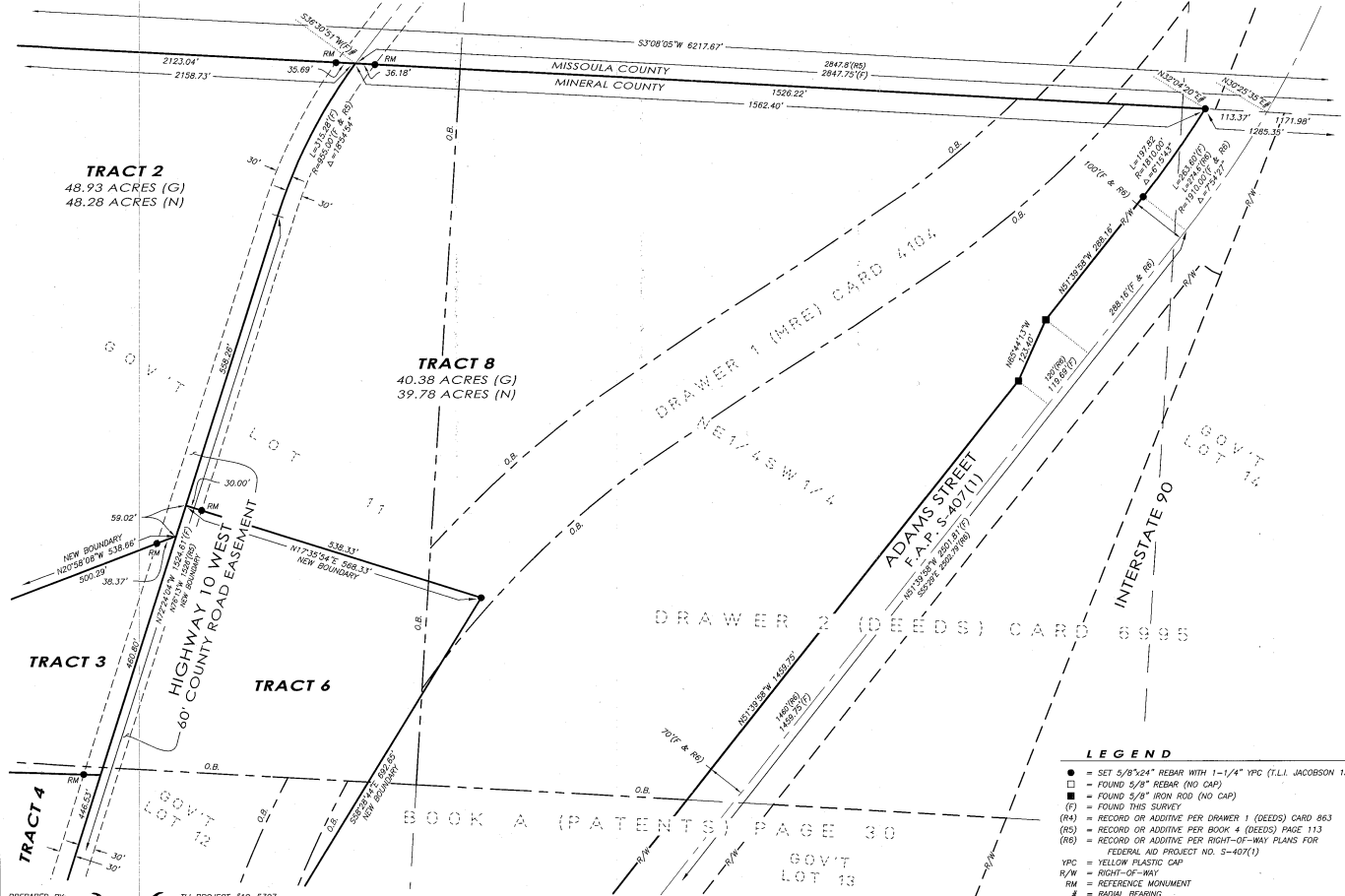
PREPARED BY: **TERRITORIAL LANDWORKS, INC.**
CIVIL ENGINEERING • SURVEYING • LAND USE CONSULTING
www.TerritorialLandworks.com
Phone: 406/721-0142 Fax: 406/721-0224
PO Box 2651 Missoula, MT 59806

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THE ATTACHED CERTIFICATE OF SURVEY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SIGNATURE HEREON.
SS *[Signature]* 12/15/20
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR
MONTANA LICENSE NO. 13748LS



1/4	SEC.	T.	R.
☒	1	14N.	23W.
☒	2		

CERTIFICATE OF SURVEY
 LOCATED IN THE NW1/4 AND SW1/4 OF SEC. 1 AND THE NE1/4 OF SEC. 2,
 T.14N., R.23W., P.M.M., MINERAL COUNTY, MONTANA



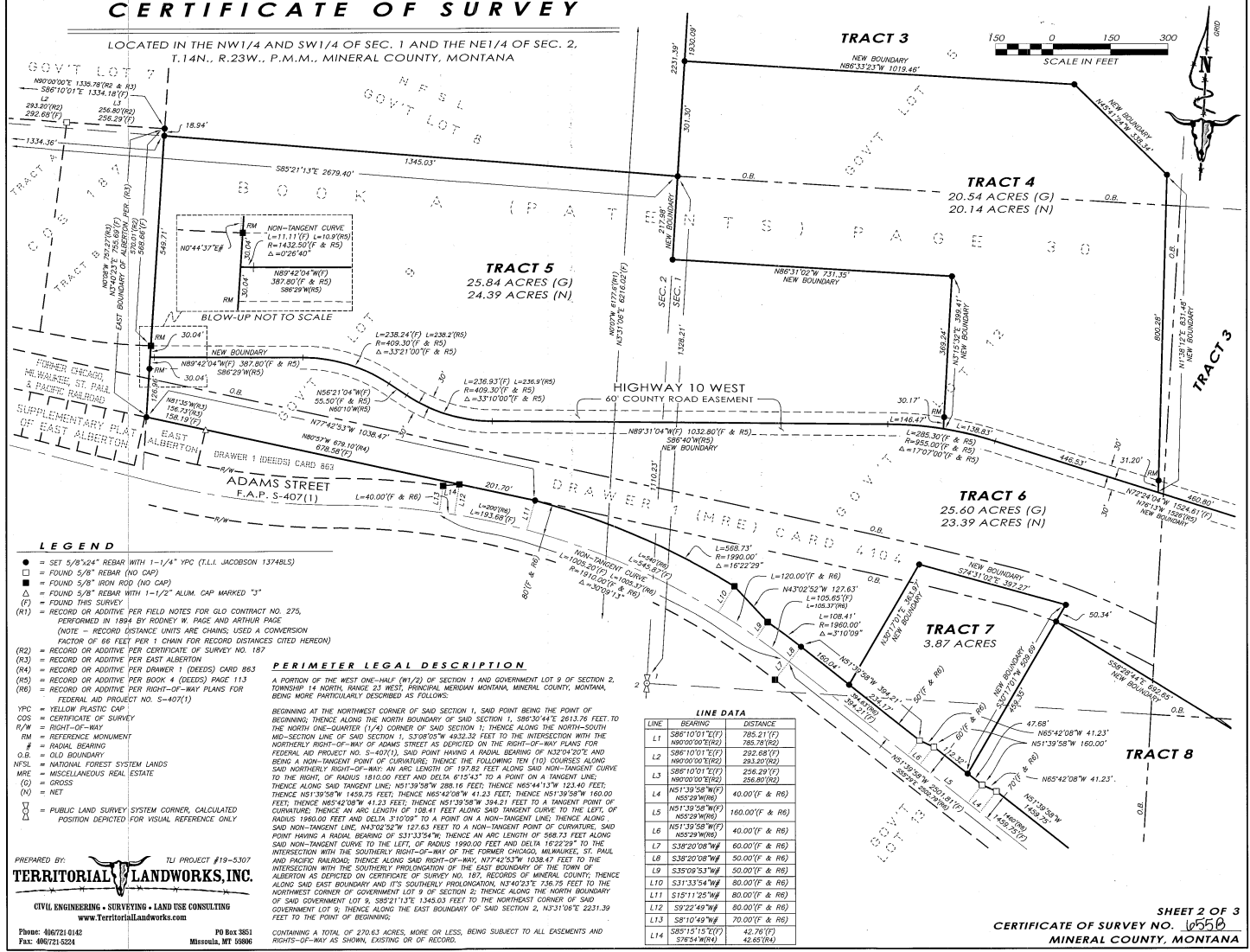
PREPARED BY: **TERRITORIAL LANDWORKS, INC.**
 CIVIL ENGINEERING - SURVEYING - LAND USE CONSULTING
 www.TerritorialLandworks.com
 TLI PROJECT #19-5307
 PO Box 3551
 Missoula, MT 59806
 Phone: 406/721-0142
 Fax: 406/721-5224

- LEGEND**
- = SET 5/8"x24" REBAR WITH 1-1/4" YPC (T.L.J. JACOBSON 13748LS)
 - = FOUND 5/8" REBAR (NO CAP)
 - = FOUND 3/8" IRON ROD (NO CAP)
 - (7) = FOUND THIS SURVEY
 - (R4) = RECORD OR ADDITIVE PER DRAWER 1 (DEEDS) CARD 863
 - (R5) = RECORD OR ADDITIVE PER BOOK 4 (DEEDS) PAGE 113
 - (R6) = RECORD OR ADDITIVE PER RIGHT-OF-WAY PLANS FOR FEDERAL AID PROJECT NO. S-407(1)
 - YPC = YELLOW PLASTIC CAP
 - R/W = RIGHT-OF-WAY
 - RM = REFERENCE MONUMENT
 - # = RADIAL BEARING
 - O.B. = OLD BOUNDARY
 - MRE = MISCELLANEOUS REAL ESTATE
 - (G) = GROSS
 - (N) = NET

SHEET 3 OF 3
CERTIFICATE OF SURVEY NO. 1558
 MINERAL COUNTY, MONTANA

CERTIFICATE OF SURVEY

LOCATED IN THE NW1/4 AND SW1/4 OF SEC. 1 AND THE NE1/4 OF SEC. 2, T.14N., R.23W., P.M.M., MINERAL COUNTY, MONTANA



- LEGEND**
- = SET 5/8" DIA REBAR WITH 1-1/4" YPC (T.L.I. JACOBSON 13748LS)
 - = FOUND 5/8" REBAR (NO CAP)
 - = FOUND 5/8" IRON ROD (NO CAP)
 - △ = FOUND 5/8" REBAR WITH 1-1/2" ALUM. CAP MARKED "J"
 - (F) = FOUND THIS SURVEY
 - (R1) = RECORD OR ADDITIVE PER FIELD NOTES FOR GLO CONTRACT NO. 275, PERFORMED IN 1884 BY RODNEY W. PAGE AND ARTHUR PAGE (NOTE - RECORD DISTANCE UNITS ARE CHAINS, USED A CONVERSION FACTOR OF 66 FEET PER 1 CHAIN FOR RECORD DISTANCES CITED HEREON)
 - (R2) = RECORD OR ADDITIVE PER CERTIFICATE OF SURVEY NO. 187
 - (R3) = RECORD OR ADDITIVE PER EAST ALBERTON
 - (R4) = RECORD OR ADDITIVE PER DRAWER 1 (DEEDS) CARD 863
 - (R5) = RECORD OR ADDITIVE PER BOOK 4 (DEEDS) PAGE 113
 - (R6) = RECORD OR ADDITIVE PER RIGHT-OF-WAY PLANS FOR FEDERAL AID PROJECT NO. 5-40X(1)
 - YPC = YELLOW PLASTIC CAP
 - COS = CERTIFICATE OF SURVEY
 - R/W = RIGHT-OF-WAY
 - RM = REFERENCE MONUMENT
 - # = RADIAL BEARING
 - O.B. = OLD BOUNDARY
 - NFSL = NATIONAL FOREST SYSTEM LANDS
 - MRE = MISCELLANEOUS REAL ESTATE
 - (C) = CROSS
 - (N) = NET
 - = PUBLIC LAND SURVEY SYSTEM CORNER, CALCULATED POSITION DEPICTED FOR VISUAL REFERENCE ONLY

PERIMETER LEGAL DESCRIPTION

A PORTION OF THE WEST ONE-HALF (W1/2) OF SECTION 1 AND GOVERNMENT LOT 9 OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 23 WEST, PRINCIPAL MERIDIAN MONTANA, MINERAL COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 1, S86°30'44"E 2613.76 FEET TO THE NORTH ONE-QUARTER (1/4) CORNER OF SAID SECTION 1; THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 1, S33°08'05"W 4932.32 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF ADAMS STREET AS DEPICTED ON THE RIGHT-OF-WAY PLANS FOR FEDERAL AID PROJECT NO. 5-40X(1), SAID POINT HAVING A RADIAL BEARING OF N03°04'30"E AND BEING A NON-TANGENT POINT OF CURVATURE; THENCE THE FOLLOWING TEN (10) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY: AN ARC LENGTH OF 197.62 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, OF RADIUS 1810.00 FEET AND DELTA 6°15'45" TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, N01°39'08"W 288.16 FEET; THENCE N55°44'13"W 123.40 FEET; THENCE N1°39'58"W 1459.73 FEET; THENCE N65°42'08"W 41.23 FEET; THENCE N51°39'58"W 160.00 FEET; THENCE N55°42'08"W 41.23 FEET; THENCE N51°39'58"W 394.21 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC LENGTH OF 138.41 FEET ALONG SAID TANGENT CURVE TO THE LEFT, OF RADIUS 1960.00 FEET AND DELTA 3°10'09" TO A POINT ON A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE, N43°02'02"W 127.63 FEET TO A NON-TANGENT POINT OF CURVATURE; SAID POINT HAVING A RADIAL BEARING OF S31°13'54"W; THENCE AN ARC LENGTH OF 588.73 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, OF RADIUS 1990.00 FEET AND DELTA 16°22'29" TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF THE FORMER CHOCOSI, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY, N77°42'53"W 1038.47 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION, N4°40'23"E 736.79 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 9 OF SECTION 2; THENCE ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 9, S85°21'13"E 1345.03 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 9; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 2, N33°10'05"E 2231.39 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 270.63 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

LINE DATA

LINE	BEARING	DISTANCE
L1	S86°10'01"E(1)	785.21(F)
L2	N03°04'30"E(1)	785.76(R2)
L3	S86°10'01"E(1)	292.68(F)
L4	S86°10'01"E(1)	292.68(F)
L5	N51°39'58"W(1)	40.00(F & R6)
L6	N51°39'58"W(1)	160.00(F & R6)
L7	N51°39'58"W(1)	40.00(F & R6)
L8	S38°20'08"W(1)	50.00(F & R6)
L9	S33°08'05"W(1)	50.00(F & R6)
L10	S31°33'54"W(1)	80.00(F & R6)
L11	S15°11'25"W(1)	80.00(F & R6)
L12	S2°22'49"W(1)	80.00(F & R6)
L13	S8°10'49"W(1)	70.00(F & R6)
L14	S85°15'15"E(1)	42.76(F)
	S78°24"W(R4)	42.65(R4)

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 PO Box 3851
 Missoula, MT 59806
 Phone: 406/721-0142
 Fax: 406/721-5224

119980 MORTGAGES Pages: 7

STATE OF MONTANA MINERAL COUNTY

RECORDED: 08/19/2019 3:43 KOI: TRUST IND

KELANN MCLEES CLERK AND RECORDER

FEE: \$49.00

BY: Kmclees

TO: DAVID PALMER PO BOX 44557, KAMUELA, HI 96743.

AND WHEN RECORDED MAIL TO:

David Palmer
PO Box 44557
Kamuela, HI 96743

Filed for Record at Request of:
First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 730512-M
Parcel No.:

MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, Made this August 9, 2019, between **Shannon Levenson and David Levenson** whose mailing address is 524 San Anselmo Ave, Ste 123, San Anselmo, CA 94960, as **GRANTOR, First American Title Company**, with principal office at 1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801, as TRUSTEE, and **David Palmer**, with its principal office at PO Box 44557, Kamuela, HI 96743 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 Mineral, State of Montana, particularly described as follows, to-wit:

Parcel 2:

The Northeast quarter of the Southwest quarter and Government Lots 3, 5, 6, 11, 12, 13, and 14 in Section 1, Township 14 North, Range 23 West, P.M.M., Mineral County, Montana

EXCLUDING AND EXCEPTING Tract 2 of Certificate of Survey No. 627B, records of Mineral County, Montana.

Deed Reference: Drawer 2 of Deeds, Card No. 6995
Parcel No. Reference: 32950 and 583000

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 sale; (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 **two hundred fifty thousand Dollars (\$250,000.00)** with interest thereon according to the terms of a promissory note, dated **August 9, 2019** (and any extensions and/or renewals or modifications thereof), made by Grantor payable to the order of Beneficiary in installments, the last of which, unless sooner paid, will be due and payable on **August 1, 2020**; (2) Payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; (3) Performance of each agreement of Grantor herein and in said note contained; and (4) Payment of any future advances, in no event exceeding -0- Dollars, now in contemplation of the parties, if the Beneficiary at its sole option elects to make any advances whatsoever.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete and restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, covenants and restriction 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:
 - (a) To commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to the Beneficiary, and
 - (b) To allow Beneficiary to inspect said property at all times during construction.

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.

0119980

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. In addition to the payments due in accordance with the terms of the note hereby secured, Grantor shall, at the option and on demand of the Beneficiary, pay to the Beneficiary monthly and concurrently with payment of principal and interest, a sum equal to one-twelfth (1/12th) of the annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, as estimated by the Beneficiary, in trust nevertheless for Grantor's use and benefit and for payment by Beneficiary of any such items when due. The failure of Grantor to make any 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 sum expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the Note rate 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 payments 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. a. Both parties agree that Beneficiary may, if Beneficiary so elects, procure and thereafter continue during the terms of this 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. During the term of this Indenture, Grantor shall each month deposit in escrow with Beneficiary 1/12th of the next following anticipated annual premium for such insurance, said deposit to be made at the same time and place as Grantor makes monthly payments on the aforementioned promissory note. 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 Indenture. Mortgagor further agrees to deposit in escrow with Beneficiary 1/12 of the annual premium for hazard insurance coverage and annual taxes and assessments each month. Failure to the Grantor to deposit any of the above amounts in the escrow account shall constitute a default of the terms of this Indenture.
- b. 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 an 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 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 for 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 person at the time and place fixed in the notice of sale, and no other 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 costs of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's 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 Note rate 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.

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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 reasonable attorney's fees 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 terms "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. Trustee is not obligated to notify any party hereto of a pending sale under any other Trust Indenture or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.
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 him at the address hereinabove set forth.

IN WITNESS WHEREOF, the Grantor have hereunto set their hands the day and year first hereinabove written.

Dated: August 9th, 2019

0122836

Prepared by and after recording return to:
Bill VanCanagan, Esq.
Datsopoulos, MacDonald & Lind, P.C.
201 West Main Street, Suite 201
Missoula, MT 59802

122836 DEEDS Pages: 2
STATE OF MONTANA MINERAL COUNTY
RECORDED: 12/15/2020 2:24 KOI: QC DEED
KELANN MCLEES CLERK AND RECORDER
FEE: \$14.00 BY: K. Mclees
TO: DATSOPOULOS 201 W MAIN ST, STE 201, MISSOULA, MT 59802

QUIT CLAIM DEED

For value received, the Grantees, **David Levenson and Shannon Levenson**, whose address is 524 San Anselmo Avenue, Suite 123, San Anselmo, California, 94960, do hereby convey, release, remise and forever quit claim unto the Grantors, **David Levenson**, whose address is 524 San Anselmo Avenue, Suite 123, San Anselmo, California, 94960, a fifty percent (50%) undivided interest, and unto **Shannon Levenson**, whose address is 524 San Anselmo Avenue, Suite 123, San Anselmo, California, 94960, a fifty percent (50%) undivided interest, in the following described premises, as tenants in common:

TRACT 7 OF CERTIFICATE OF SURVEY NO. 1055B, RECORDS OF MINERAL COUNTY, LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 23 WEST, PRINCIPAL MERIDIAN MONTANA, MINERAL COUNTY, MONTANA; CONTAINING 3.87 ACRES, MORE OR LESS.

WITNESS my hand this 4th day of November, 2020.

[Signature]
David Levenson

[Signature]
Shannon Levenson

STATE OF CALIFORNIA)
COUNTY OF MARIN)

This instrument was acknowledged before me on this 4 day of 11, 2020, by David Levenson and ~~Shannon Levenson~~.



[Signature]
(Notary signature)
SERGIO EMANUEL DAMASO
(Name-typed, stamped or printed)
SAN RAFAEL CA 94901
(Residing at)
My commission expires 02/10/2021

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of MARIN }

On 11/14/2020 before me, SERGIO EMANUEL DAMASO NOTARY PUBLIC
(Here insert name and title of the officer)

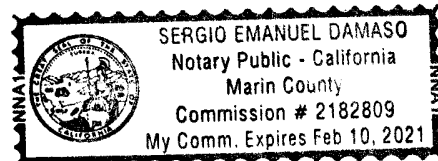
personally appeared SHANNON LEVENSON
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

QUITCLAIM DEED

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is /are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.