

# ELLIOT LOT #1 REDESIGNATE

E.Q. 96-2445

**APPROVED** Date

Water Quality Division  
Montana Department of  
Environmental Quality

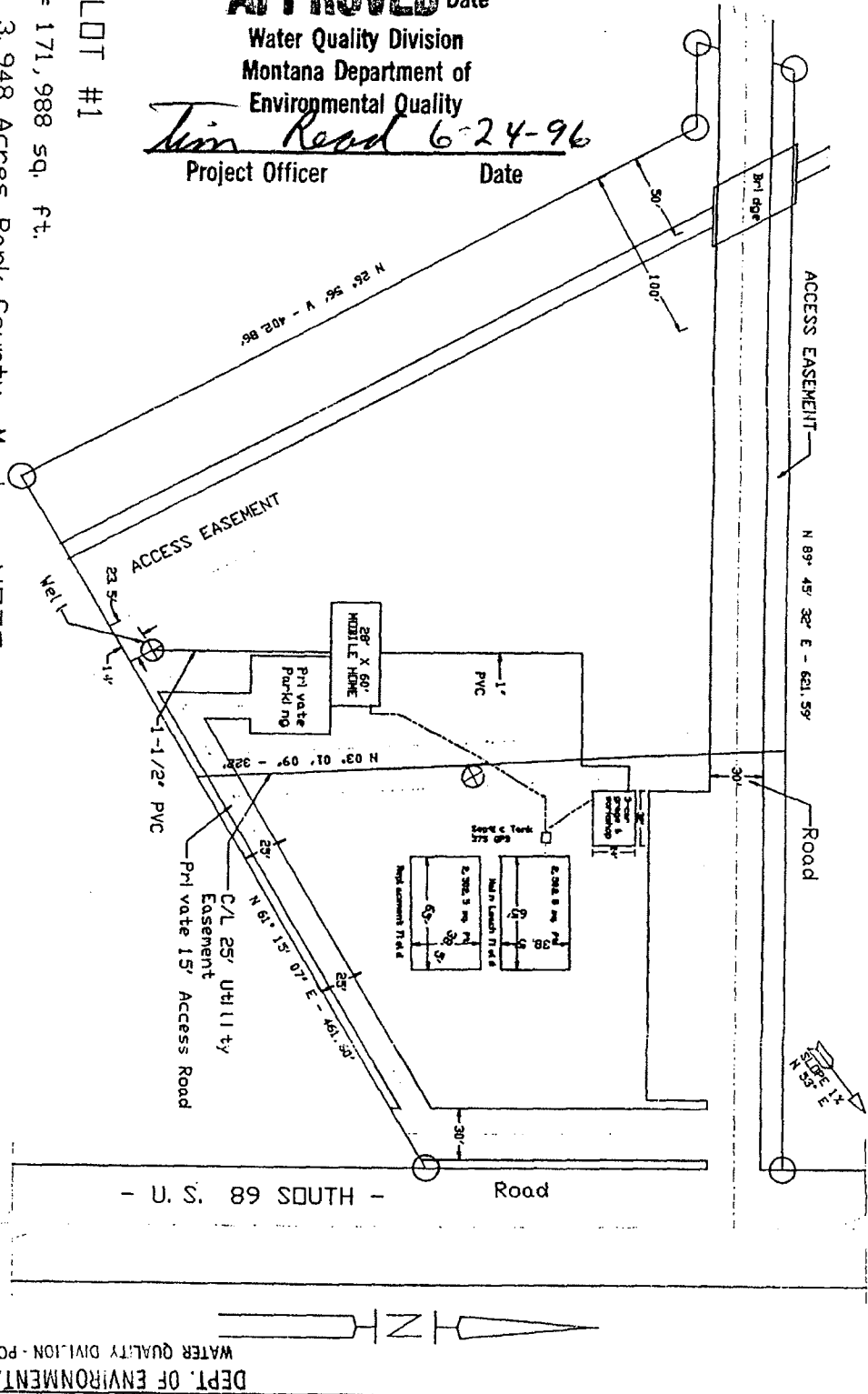
*Tim Reed 6-24-96*  
Project Officer Date

AREA = 171,988 sq. ft.

LOT #1

3.948 Acres Park County, Montana NOTE: Scale, this only on the full sized sheet.

Project	Plot Plan	Drawn By	Scale	Date	For	Draw No.
		Robert F. Miller	1" = 30'	02/11/96	C. Winsel	Craig-1G



DEPT. OF ENVIRONMENTAL QUALITY  
MONTANA  
WATER QUALITY DIVISION - POLSON OFFICE

**RECEIVED**  
MAY 13 1996

Approved 8/26/96  
*Randy Taylor R.S.*

*Revised  
Proposed  
Plot*

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

This declaration made this 25<sup>th</sup> day of April, 1995, by **GEORGE K. ELLIOT**, herein after called the "Declarant".

Recitals: The declarant is the owner of real property described in paragraph 1 of their covenants, easements, reservations, liens and charges hereafter set forth, each and all of which are for the benefit of the property and for each owner thereof, and shall inure to and pass with said property and for each and every parcel thereof and apply to and bind the successors in interest and any owner thereof.

**NOW THEREFORE, DECLARANT HEREBY DECLARES THAT THE REAL PROPERTY DESCRIBED IN PARAGRAPH 1 HEREOF IS AND SHALL BE HELD, TRANSFERRED SOLD AND CONVEYED, SUBJECT TO THE CHARGES, CONDITIONS, COVENANTS, EASEMENTS, LIENS RESERVATIONS, AND RESTRICTIONS HEREAFTER SET FORTH.**

1. The real property which is held and shall be conveyed, transferred and sold subject to the charges, conditions, covenants, easements, liens, reservations, and restrictions, with respect to the various portions thereof set forth in paragraph 2 of this declaration is located in Park County, Montana, and described as:

Minor Subdivision Plat  
~~Certificate of Survey~~ Number 182, Section 28, Township 4 South, Range 9 East, P.M.M.

2. The charges, conditions, covenants, easements, liens, reservations, and restrictions to which the property is subject are as follows:

A. All future grantees covenant and agree that a mobile home placed on the property must be fourteen (14) feet minimum in width, have a gabled roof, and shall have wood, vinyl, or color lock siding. The mobile must be completely skirted within thirty (30) days. Metal or unpainted skirting is not permitted. This covenant is not intended to prohibit a property owner from storing a recreational vehicle on the subject property. A property owner may use a recreational vehicle for temporary use on this property such as during hunting season, vacations or during construction.

B. Construction of home and associated buildings are to be a minimum of ten (10) feet from any boundary. Construction of any building is to be completed on the outside within eighteen (18) months of the start of construction.

C. Any and all animals kept on the property, including dogs, must be fenced within the boundaries of said property. No property owner shall be permitted to operate a commercial hog farm, commercial feedlot, or a commercial chicken farm on the property.

D. Any property owner must develop his own water and sewage facilities for domestic use in accordance with all applicable rules and regulations of any public agency having authority over the same.

E. No junk, debris, or vehicles not in operational condition shall be kept or stored on the property.

F. Park County has no responsibility for maintaining private roads accessing the property as this is the owner's responsibility.

G. No further subdivision of tract allowed.

H. Loch Levin Ranch Partners aka Loch Leven Partner, their heirs, successors and assignees have an irrevocable and unrestricted, nonexclusive easement sixty feet (60) in width for the purpose of providing utilities and of ingress and egress along the north border of Section 28. The owners of Lot 2, their heirs, successors and assignees have an irrevocable and unrestricted, nonexclusive easement forty (40) feet in width for the purpose of providing utilities and of providing ingress and egress along the eastern boundary of Lot 1.

I. The property is subject to the right of adjoining land owners to grow crops and raise livestock according to accepted cropping and livestock raising practices in Park County, Montana. The owners of the tracts of land acknowledge that the land neighboring these tracts is used primarily for agricultural purposes. The owners of the tracts of land acknowledge that there may be noise and lights emitting from the neighboring lands at all hours of the day and night and that the agricultural practices on the neighboring lands may cause dust and odors on their property. Further, the owners of the tracts acknowledge that in accordance with agricultural practices, there may be spraying for weeds on neighboring lands.

J. The property is subject to a noxious weed management plan. Such agreement to control noxious weeds is on file with the Park County Weed Board.

K. All fences shall be maintained by the landowners, in accordance with state law.

L. Water users have the right to access all irrigation ditches for ditch cleaning and maintenance.

M. All development on the properties shall respect the regulations of Park Electric Cooperative. No building shall be permitted within the thirty (30) foot utility easement for the overhead power line (i.e. 15 feet on either side of center line).


3. No property, other than described above, shall be subject to this declaration unless and until specifically made subject thereto.

IN WITNESS WHEREOF, the declarants have signed these covenants on the date of this agreement.

*George K. Elliot*

STATE OF MONTANA )  
                                  ) : ss.  
County of Park )

On this 25 day of April, 1995, before me, a Notary Public for the State of Montana, personally appeared George K. Elliot known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument and acknowledged to me that he executed the same.

Denise Nelson  
Notary Public for the State of Montana  
Residing at Livingston, Montana  
My commission expires \_\_\_\_\_  


State of Montana }  
County of Park } ss.  
Filed for record this 27 day of April, A.D. 1995, at 3:49  
o'clock P.M. Recorded in Roll 107, Pages 601-603  
Denise Nelson By \_\_\_\_\_  
County Clerk & Recorder 295730 Deputy  
Recording Fee \$ 18.00 Document No. \_\_\_\_\_ Return to Security Title  
Livingston, MT

510182

Location #

KNOW ALL MEN BY THESE PRESENTS, That the undersigned  
CRAIG W. VINSEL, TRUSTEE OF THE C.V. TRUST  
LEEANN VINSEL, TRUSTEE OF THE L.V. TRUST  
GEORGE K. ELLIOT

LOCH LEVIN PARTNERS AKA LOCH LEVIN RANCH PARTNERS

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Park Electric Cooperative, Inc., a corporation whose post office address is Livingston, Montana, and to its successors or assigns, the right to enter upon the lands of the under-signed, situated in the County of Park, State of Montana, and more particularly described as follows: A thirty (30) foot corridor through a portion of Government Lot #4 of Section 28, T.4S., R.9E., P.M.M., more particularly described as Lot #1 of Minor Subdivision #182, on file and of record in the office of the Clerk and Recorder, Park County, Montana.

Easement to run on north side of and concurrent with existing (60) foot road, and to place construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways butting said lands an electric transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole location, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperatives expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenant that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 26<sup>th</sup> day of June, 1995.

Craig Vinset (L.S.) George Elliot (L.S.)  
Leeann Vinset (L.S.) X Deey Meyer (L.S.)

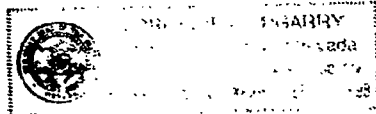
Signed, sealed and delivered in the presence of:

STATE OF Nevada  
COUNTY OF Washoe

On this 26 day of June, 1995 before me, a Notary Public in and for said County of Washoe State of Nevada, personally appeared Craig + Leeann Vinset known to me (or proved to me on oath of ace) to be the person (s) whose name (s) subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[Signature]  
NOTARY PUBLIC FOR THE STATE OF Nevada  
Residing at Reno, NV  
My commission expires 9-7-98



STATE OF MONTANA  
COUNTY OF PARK

On this 6 day of JULY, 1995 before me, a Notary Public  
in and for said County of PARK, State of MONTANA  
personally appeared GEORGE ELLIOT  
known to me (or proved to me on oath of \_\_\_\_\_)  
to be the person (s) whose name(s) IS subscribed to the within instrument and  
acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official  
seal, the day and year in this certificate first above written.

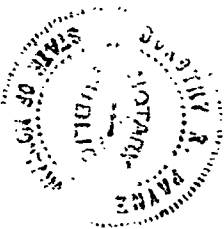
*Conrad R Hardy*  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at LIVINGSTON  
My Commission Expires 6/16/98

STATE OF Montana  
COUNTY OF Park

On this 10<sup>th</sup> day of July, 1995 before me, a Notary Public  
in and for said County of Park, State of Montana  
personally appeared Kelly Meyers  
known to me (or proved to me on oath of \_\_\_\_\_)  
to be the person (s) whose name(s) is subscribed to the within instrument and  
acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official  
seal, the day and year in this certificate first above written.

*Dorothy Payne*  
NOTARY PUBLIC FOR THE STATE OF MT.  
Residing at Livingston  
My Commission Expires October 31, 1995



State of Montana }  
County of Park } ss  
Filed for record this 9 day of August, A.D. 19 95, at 8:40  
o'clock a.m. Denise Nelson, County Clerk & Recorder  
Recording Fee \$ 12.00 Document No. 247733  
Return to P.E.C. P.O. Box 908 Livingston, MT.

EASEMENT

COME NOW the parties to this easement being LOCH LEVEN PARTNERSHIP, by and through Kelly G. Meyers, a General Partner, of 46 Riverside Drive, Bozeman, Montana 59715, hereinafter called "Loch Leven", CHURCH UNIVERSAL AND TRIUMPHANT, INC., of P.O. Box 5000, Corwin Springs, Montana 59030-5000, hereinafter "the Church" and THE LAHREN FAMILY TRUST, by ELIZABETH C. LAHREN and ALVIN LAHREN, individually and as Trustees, of 109 South C Street, Livingston, Montana 59047, hereafter "Lahren", and agree as follows:

R E C I T A L S :

WHEREAS, Lahren owns a portion of the old railroad right-of-way located in Sections 28 and 29, Township 4 South, Range 9 East, M.P.M., Park County, Montana; and

WHEREAS, Loch Leven owns the remainder of Government Lot 4 in Section 28, Township 4 South, Range 9 East, M.P.M., Park County, Montana; and

WHEREAS, the Church owns Section 30 (and other Sections which shall benefit from this easement) in Township 4 South, Range 9 East, M.P.M., Park County, Montana; and

WHEREAS, it would be mutually beneficial for the parties to grant easements.

NOW, THEN, the parties agree as follows:

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including payment by Loch Leven<sup>1</sup> and the Church of One Dollar (\$1) and the mutual and reciprocal grants of easements, the parties agree as follows:

A. Lahren hereby grants to Loch Leven and the Church an irrevocable and unrestricted, non-exclusive easement sixty feet (60') in width across the old railroad right-of-way as it is located in Sections 28 and 29, Township 4 South, Range 9 East, M.P.M., Park County, Montana. Said easement being approximately two hundred feet (200') in length; and

B. Loch Leven irrevocably grants a non-exclusive easement to Lahren on and across the road as constructed across Government Lot 4 located in Section 28, Township 4 South, Range 9 East, M.P.M., Park County, Montana;

C. These grants are non-exclusive, reciprocal, unrestricted and are irrevocably granted.

DATED this 31 day of July, 1995.

LOCH LEVEN PARTNERSHIP

By Kelly G. Meyers  
KELLY G. MEYERS  
Its General Partner

<sup>1</sup>Loch Leven has also paid the sum of Two Thousand Four Hundred Ninety-Nine Dollars (\$2,499) as damages for the diminished value of Lahren's property.



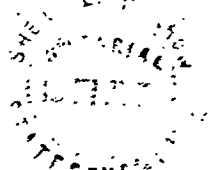
THE LAHREN FAMILY TRUST

By Elizabeth C. Lahren  
ELIZABETH C. LAHREN

By Alvin Lahren  
ALVIN LAHREN

STATE OF MONTANA )  
County of Park ) ss.

This instrument was acknowledged before me on July 31, 1995, by KELLY G. MEYERS, as General Partner of LOCH LEVEN PARTNERSHIP.

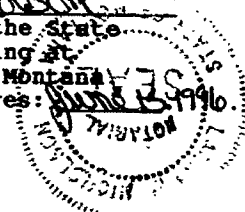


John H. [Signature]  
Notary Public for the State of Montana. Residing at Livingston, Montana.  
My Commission expires: 1-2-96.

STATE OF MONTANA )  
County of PARK ) ss.

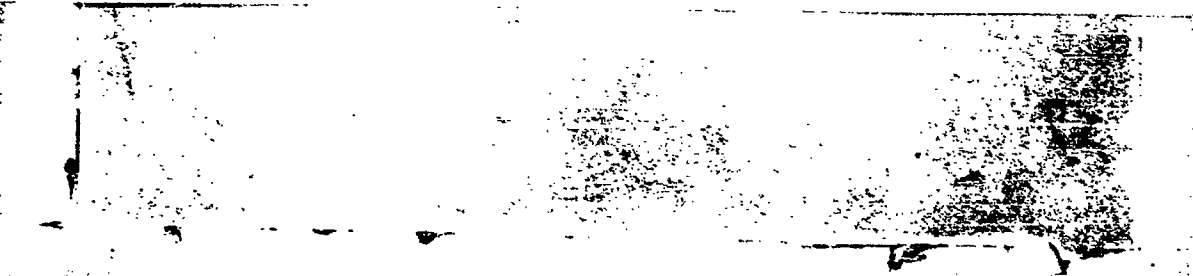
This instrument was acknowledged before me on ~~July 16~~ Aug 4, 1995, by ELIZABETH C. LAHREN and ALVIN LAHREN as Trustees of THE LAHREN FAMILY TRUST.

Janice M. Nicholson  
Notary Public for the State of Montana. Residing at Livingston, Montana.  
My Commission expires: June 3, 1996.



State of Montana }  
County of Park } ss  
Filed for record this 9 day of August AD 19 96 at 3:49  
P. M. File No. 116 Page 758-760  
By [Signature] Deputy  
Denise Nelson  
County Clerk & Recorder  
Recording Fee \$ 18.00 Document No. 254570 Return to Security title  
Livingston, MT

WARRANT - July 31, 1995



WARRANTY DEED

FOR VALUABLE CONSIDERATION, Loch Levin Partners, a.k.a. Loch Leven<sup>Ranch</sup> Partners, with principal address, of c/o Tecumseh Corporation, Box 110, Glenbrook, Nevada 89413, Grantor, does hereby grant to George K. Elliot of 84 Hideaway Trail, Livingston, Montana 59047, as Grantee of the following described real property situated in the county of Park, State of Montana, to-wit:

LEGAL DESCRIPTION:

All that portion of Government Lot 4, Section 28, Township 4 south, Range 9 East, P.M.M., lying east of the Old Park Branch, Burlington Northern Railway Company Right-of-Way, EXCEPTING THEREFROM, that parcel conveyed Bargain and Sale Deed to the State of Montana for the Benefit and use of its State Highway Commission, recorded in Volume 97 of Deeds, Page 342; FURTHER EXCEPTING THEREFROM, that parcel described in Recorders Plat No. 698; and FURTHER EXCEPTING THEREFROM, that parcel of land described on Certificate of Survey No. 16. Also legally described as Lots 1 and 2 of Minor Subdivision Plat 182, according to the official plat or map thereof on file and of record in the office of the County Clerk and Recorder of Park County, Montana.

ADDENDUM "A"

This addendum is for the purpose of reserving unto the Grantor, Loch Levin Partners a.k.a. Loch Leven Partners, their heirs, successors and assigns an irrevocable and unrestricted, nonexclusive easement sixty feet (60') in width for the purpose of ingress and egress along the north boundary line of the above described property.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- A. Patent reservations and exceptions contained in the record chain of title.
- B. All outstanding interests and reservations pertaining to oil, gas, coal and other minerals of record.
- C. All easements of record or easements not of record but ascertainable by visual inspection of the premises.
- D. Utility lines and building setback lines as delineated on the recorded plat of said subdivision.
- E. Restrictions imposed by Certificate of Subdivision Plat approval or other sanitary restrictions imposed by the State of Montana and Park County.

Guardian Title, Inc.  
 110 Post  
 Helena, MT

122 294

TO HAVE AND TO HOLD, all and singular the above-described premises unto said Grantee, and to the heirs, successors and assigns of the Grantee forever.

Ranch  
Loch Levin Partners a.k.a. Loch Leven/Partners  
By Kelly Meyer  
General Partner

STATE OF MONTANA )  
 )  
: SS.  
COUNTY OF GALLATIN )

On this 27 day of September, in the year 1996, before me the undersigned, a Notary Public for the state of Montana, personally appeared Kelly Meyer, known to me to be the General Partner, of the Partnership that executed the within warranty deed, and acknowledged to me that such they executed the same.

Bettie Diamond  
NOTARY PUBLIC for the State of Montana

Residing at Bozeman, Montana

My Commission expires 8/2/00

122-294  
122-294  
122-294

State of Montana }  
County of Park } ss

Filed for record this 20 day of June, A.D. 19 97, at 2:58  
o'clock P. Recorded in Roll 122 Pages 293-94  
By Dorise Nelson Deputy  
County Clerk & Recorder

Recording Fee \$ 12.00 Document No. 260121 Return to GUARDIAN TITLE  
119 E. Calendar  
Livingston, MT 59007

REALTY RECEIVED

2  
Return To  
Guardian Title, Inc  
504 E Callender  
Livingston, MT 59047  
910295

After Recording Return To:  
**WESTERN SECURITY BANK**  
PO BOX 20637  
BILLINGS, MT 59104

**355832 Fee: \$83.00 Roll: R 286, Page(s): 9**  
Park County Recorded 6/23/2009 At 12:26 PM  
Denise Nelson, Clk & Rcdr By KC, NR Return To:  
GUARDIAN TITLE, INC. 504 EAST CALLENDER  
LIVINGSTON, MT 59047

[Space Above This Line For Recording Data]

## DEED OF TRUST

FHA CASE NO.

311-2000740

MIN: 1002718-5679001194-9

THIS DEED OF TRUST ("Security Instrument") is made on **June 18, 2009**. The grantor is **LEEANN VINSEL AS TRUSTEE OF THE L.V. TRUST**

**Guardian Title, Inc.**

("Borrower"). The trustee is

**Mortgage Electronic Registration Systems, Inc. ("MERS")**. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **WESTERN SECURITY BANK, Corporation**

("Lender") is organized and existing  
, and has an address of

under the laws of **Montana**  
**PO BOX 20637, BILLINGS, MT 59104**

. Borrower owes Lender the principal sum of  
**One Hundred Forty Four Thousand Four Hundred Thirty Four and no/100**

Dollars (U.S. \$ **144,434.00** ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **July 01, 2039**. The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security

**MONTANA FHA DEED OF TRUST**

6/96

**MONTANA-MERS**  
ITEM 9620L1 (040209)  
07020000034333

**GreatDocs®**  
(Page 1 of 9)  
3654047623

Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **Park** County, Montana:

**LOT 1 SUBDIVISION PLAT NO. 182, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, MONTANA.**

which has the address of

**LIVINGSTON** , Montana **3 CALENDONIA ROAD**  
[City] [Zip Code] [Street] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"),

**MONTANA FHA DEED OF TRUST**

6/96

**MONTANA-MERS**  
ITEM 9620L2 (040209)  
07020000034333

**GreatDocs®**  
(Page 2 of 9)  
3654047623