

BIDDER'S PACKET

Timberweld (Engineered Timber Systems) Real Estate

Columbus, MT

Wednesday, March 1, 2017

12:00 PM

Auction to be held
at

835 Clough Avenue

Columbus, MT

59019



MIEDEMA AUCTIONEERING, INC.
601 GORDON INDUSTRIAL COURT
BYRON CENTER, MI 49315

P: 1-800-LAST BID
F: 1-616-583-5230
WWW.1800LASTBID.COM

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NOTICE TO ALL BIDDERS

The information included in this Bidders Packet is a summary of information available from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held. It is supplied for whatever assistance it may provide in answering questions, however,

ALL INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHATSOEVER.

Prospective bidders are advised to avail themselves of the land and tax records of the county the real estate is located in and the State of Montana and to make an inspection of the premises on their own behalf; consulting whatever advisor they may feel appropriate.

The property for sale will be auctioned in an "AS IS", "WHERE IS" condition and neither Miedema Auctioneering, Inc., the sellers, nor their respective agents make any express or implied warranties of any kind. The descriptions and conditions listed in this and other advertising materials are to be used as guidelines only and are not guaranteed.

NEW DATA:

New data, corrections, or changes could be made after the printing of this brochure. Please arrive prior to the start of the Auction to inspect and consider any new information and changes.

PROCEDURE FOR PURCHASING AT AUCTION

Thank you for your interest in this Auction! If you are unfamiliar with buying real estate at a Miedema Auctioneering, Inc. auction, following are some guidelines to make participating easy and fun.

REGISTRATION:

1. Upon arriving at the auction site, please proceed to the Auction office/registration table.
2. In order to register, you will need to supply your driver's license to the Miedema Auctioneering agent assisting you.
3. Once the Miedema Auctioneering agent has completed your registration and you have signed the Auction terms, the Miedema Auctioneering agent will provide you with your bidding number and any additional information relevant to the Auction.

BIDDING:

Bidding is a very simple process. It is very important to listen closely to the auctioneer. When the auctioneer is calling out bids to the crowd, you can bid by any of the following ways:

1. Raising your bid card in the air,
2. Shouting your bid out to the auctioneer verbally,
3. Having one of the auction staff place your bid for you, or
4. Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The auction staff will chart the progress of the auction on the auction boards for the entire crowd to see. Bids in the winning position will be indicated by a red asterisk or star on the auction boards. It is important for you to pay attention to the auction boards, since the boards show the current standings of all bidders involved in the auction.

Announcements made by the auctioneer at the time of sale take precedence over all printed materials. If you have any questions at the auction about the property, procedures, or anything else, do not hesitate to ask. We will be happy to help in any way we can. To provide the best service to you, please ask your questions prior to the bidding. Once the bidding has begun, we will maintain the flow and integrity of the auction; therefore, it would be very difficult to stop and answer lengthy questions.

CONCLUSION:

When the auctioneer announces the conclusion of the bidding and announces that the parcels are "Sold", the winning bidder(s) will immediately be required to sign the Buy/Sell Agreement and post the proper deposit. If you are the successful buyer, copies of your completed and signed Buy/Sell Agreement(s) will be provided to you for your record.

HOW THE AUCTION WILL BE CONDUCTED

The auction will be conducted in such a way that will allow bidding on individual parcels and bidding on any combination of parcels throughout the Auction. The bids and buyer's numbers will be written on the boards for everybody's viewing. We will start out by offering the parcels individually. Then we will allow combination bids. This is a very fair way to allow buyers the opportunity to buy as they desire.

The winning bids will most likely change throughout the Auction as different combination bids are taken. The bids that are currently in the winning position will be noted with a red asterisk next to the buyer number. No parcel of Real Estate is sold until the entire Auction is over and the Auctioneer announces the Auction is complete.

It is important to know that if you have placed a bid, do not leave the Auction until the bidding is closed, because there are times when a person's bid was not part of the winning combination for a while and then when a new bidder puts in a new combination, that first person's bid was not part of the winning bid. You may be brought back into a winning position because of the bidding of others. Please stay until the Auction is completed.

Near conclusion of the Auction, when bidding has slowed, we will give a time limit for a bid. If we do not receive a bid, the Auction will end. If we do receive a bid, we start a new time limit to allow the bidders who were knocked out at the last minute the opportunity to bid again.

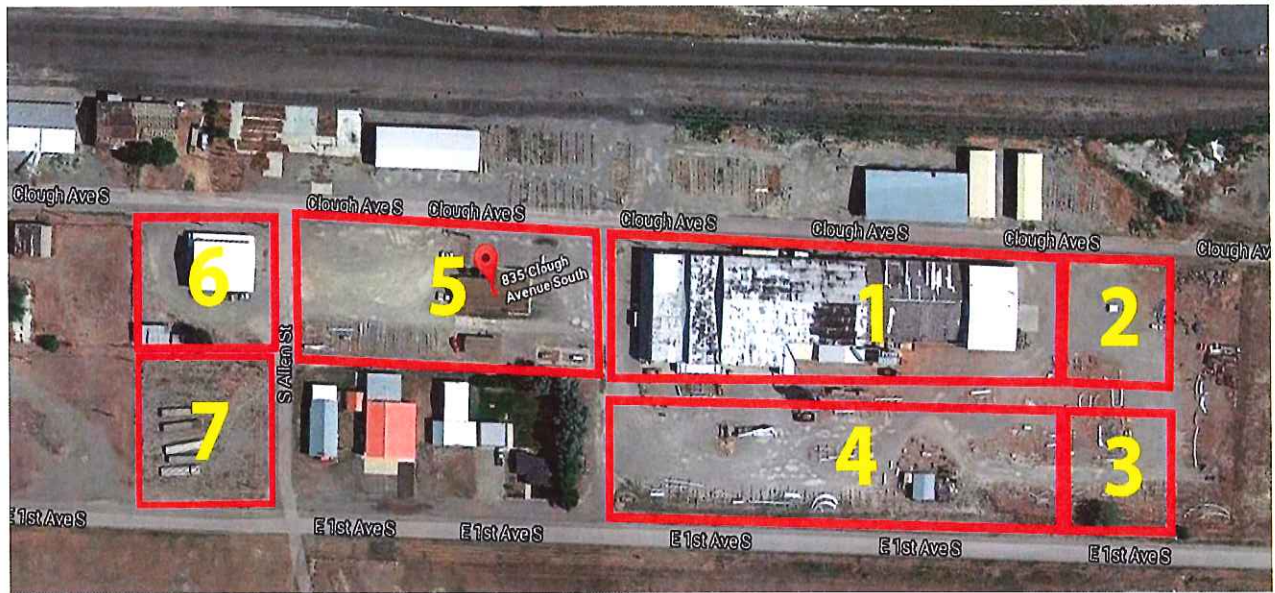
We have plenty of bid assistants to help you during bidding. If you have any questions about what you would need to bid in order to be in the winning position, or if you have any other questions, please ask any of the MIEDEMA AUCTIONEERING, INC. TEAM.

Thank you for your consideration.

Miedema Auctioneering, Inc.

**Timberweld (Engineered Timber
Systems) Real Estate
Columbus, MT
Auction Announcements**

1. Please see our website for copies of the buy sell or purchase agreement and other disclosure statements. www.miedemauctioneering.com
2. Open house dates:
Saturday, February 19th 11 AM – 1 PM
Wednesday, February 22nd 11 AM – 1 PM
Other times available by appointment.
3. There is a 13% buyer's premium added to the high bid.
4. The Real Estate auction will be held on the property of 835 Clough Ave, Columbus, Montana. Registration begins at 11 AM. The auction begins at noon on Wednesday, March 1st.
5. No new surveys are being completed.
6. Real Estate will sell to the highest bidder- no minimums or reserves.
7. A nonrefundable deposit of 10% of the bid price will be required from the high bidder immediately following the conclusion of the auction.



Property Information

Parcel 1: Main plant building and parcel

Parcel 2: East of main plant

Parcel 3: South/East of main plant

Parcel 4: Parcel south of plant

Parcel 5: Parcel with office building

Parcel 6: Truck shop parcel

Parcel 7: Parcel south of truck shop

Property & Grounds Features

- Main Building approx. 45,500 Sq. Ft.
- Detached Office Building approx. 2,100 Sq. Ft.
- Land approx. 5.1 Acres
- Rail Spur

Industrial Features

- Robust electrical service
- Main Service 1,200 amp, 480v, 3-phase servicing six panels and 200ft of 600-amp plug-in buss way. 480, 240, 110 drops throughout the facility.
- Extensive overhead hoists.
- 19 – 1 & 2-ton hoists suspended from trolley on 900 lin. Ft. of hoist rails distributed throughout the facility.
- Pneumatic piping system servicing all areas in the facility.
- Current inspection, fire sprinkler system, reasonable insurance rates.

Also, Available

- Adjacent properties and buildings are also available.

Offered in any combination of parcels or in its entirety.





Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transaction coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE - THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- Seller's agent or subagent (I will not be representing the buyer unless otherwise agreed in writing.)
- Buyer's agent or subagent
- Dual agent
- Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

This form was provided to the buyer or seller before disclosure of confidential information.

Middleme Anchorey as Broker Date 2-1-17 Licensee _____ Date _____

The undersigned does does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a Buyer Seller.

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT



Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



First American Title

ISSUED THROUGH THE OFFICE OF:

**Stillwater Abstract
P.O. Box 806
Columbus, MT 59019**



**FIRST AMERICAN
TITLE INSURANCE
COMPANY**

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643

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SCHEDULE A

This commitment replaces the commitment dated 04/08/2016 at 5:00 PM and null and voids any prior commitment issue under this commitment number.

1. **Commitment Date:** 01/06/2016 at 5:00 PM

Commitment No: SC-11437

2. **Policy or Policies to be issued:**

Owners Policy Form 1402.06 (6/17/06)

Policy Amount: \$TBD
Premium: \$TBD

Proposed Insured: TBD and agreed to by the Company

Loan Policy Form 1056.06 (6/17/06)

Policy Amount: \$
Premium: \$

Proposed Insured:

3. **Fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by Timberweld Mfg., a Corp;**
Timberweld Manufacturing Company

4. The land referred to in this Commitment is described as follows:

Stillwater County, Montana

Hunter's Addition to the Town of
Stillwater (Now Columbus)
Block 4: Lots 2, 3, 4, 5, and 6

Park Addition to Columbus (Formerly Stillwater)
Block 4: Lots 1, 2, 3, 4, 5, and 6
Block 5: Lots 1, 2, 3, 4, 5, 6, 7, and 8

Industrial Sites Addition to the Town of Columbus
Block 1: Lots 1 and 2

Together with that part of Ninth Street abandoned and described as follows:

A Tract of Land 130.5 feet long by 80 feet wide being a portion of Ninth Street, commencing at the Northeast corner of Lot 1, Block 4, Park Addition to the Town of Columbus;

Thence along the east line of said Lot 1 to the Southeast corner of said Lot 1;

Thence at right angles east a distance of 80 feet to a point of intersection with the southwest corner of Lot 1, Block 5, Park Addition to the Town of Columbus;

Thence at right angles west a distance of 80 feet to the point of beginning.

Industrial Sites Addition to the Town of Columbus
Block 2: Lots 1 and 2

SCHEDULE B - Section 1

Requirements

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

**SCHEDULE B - Section 2
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. **Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.**
2. **Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.**
3. **Easements, claims of easement or encumbrances which are not shown by the public records.**
4. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in public records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.**
6. **Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.**
7. **Any right, title, or interest in any minerals, mineral rights, or related matters including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public record.**
8. **Terms and Conditions of reservation contained in Deed executed by Town of Columbus to Timberweld Mfg., a Corp., recorded October 3, 1960 in Deed Book 62, Page 252.**
9. **Subject to provision contained in Warranty Deed recorded January 17, 2006 under Document No. 325257.**
10. **Existing rights of way, easements, and franchise rights of any lot owner or public utility in place at time of vacation.**
11. **A Trust Indenture dated February 8, 1978, to secure an indebtedness in the principal sum of and any other amounts and/or obligations secured thereby.
Recorded: February 8, 1978 in Mtg. Book 87, Page 166
Trustor: Timberweld Mfg., a Mt Corp
Trustee: Yellowstone Bank of Laurel
Beneficiary: Yellowstone Bank of Columbus**

12. A Deed of Trust dated June 12, 2014, to secure an indebtedness in the principal sum of _____ and any other amounts and/or obligations secured thereby.
Recorded: June 20, 2014 under Document No. 359035
Trustor: Timberweld MFG., a Montana Corporation, a/k/a Timberweld Mfg. and a/k/a Timberweld Manufacturing Company
Trustee: William D. Lamdin III, an Attorney licensed to practice law in the state of Montana
Beneficiary: First Interstate Bank
13. 2015 taxes in the original amount of _____, Tax Receipt No. 30583. The first half in the original amount of _____ is delinquent, plus penalties and interest. The second half in the original amount of _____ is delinquent, plus penalties and interest.
2016 taxes in the original amount of _____ Tax Receipt No. 30583. The first half in the original amount of _____ is delinquent, plus penalties and interest. The second half in the original amount of _____ is due and payable, but not delinquent until after May 31, 2017.
2016 taxes in the original amount of _____ Tax Receipt No. 30872. The first half in the original amount of _____ is delinquent, plus penalties and interest. The second half in the original amount of _____ is due and payable, but not delinquent until after May 31, 2017.
2017 taxes are an accruing lien, not yet due or payable.

The foregoing numbered exceptions ____ may be eliminated in an ALTA Extended Coverage Policy.

* * * Exception copies available upon request. * * *



The First American Corporation
Stillwater Abstract & Title Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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SCHEDULE A

1. **Commitment Date:** 01/06/2017 at 5:00 PM
Commitment No: SC-11892

2. **Policy or Policies to be issued:**

Owners Policy Form 1402.06 (6/17/06)	Policy Amount: \$TBD
	Premium: \$TBD
Proposed Insured: TBD and agreed to by the Company	
Loan Policy Form 1056.06 (6/17/06)	Policy Amount: \$
	Premium: \$
Proposed Insured:	

3. **Fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by C. Joseph Hucke**

4. **The land referred to in this Commitment is described as follows:**

Stillwater County, Montana

Park Addition to Columbus
Block 3: Lot 1

Hunters Addition to Columbus
Block 3: Lots 1, 2, and 3

SCHEDULE B - Section 1

Requirements

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

**SCHEDULE B - Section 2
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title, or interest in any minerals, mineral rights, or related matters including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public record.
8. 2016 taxes in the original amount of _____ are paid, Tax Receipt No. 30630.
2017 taxes are an accruing lien, not yet due or payable.

The foregoing numbered exceptions ____ may be eliminated in an ALTA Extended Coverage Policy.

* * * *Exception copies available upon request.* * * *

OFFICE OF CLERK AND RECORDER
STILLWATER COUNTY, MONTANA

I hereby certify that the within instrument was
filed in this office for record the 9th day
of January A.D. 19 96 at 10:34
o'clock A.M., and was duly recorded in
Book 115 of Deeds on page 816.

By [Signature] Recorder
Deputy

Fee: \$6.00 pd
Return to: Stillwater Abstract
Columbus, MT 59019

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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First American Title

ISSUED THROUGH THE OFFICE OF:

**Stillwater Abstract
P.O. Box 806
Columbus, MT 59019**



**FIRST AMERICAN
TITLE INSURANCE
COMPANY**

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643



The First American Corporation Stillwater Abstract & Title Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

325159

STATE OF MONTANA,

325159 DEEDS Pages: 1

STATE OF MONTANA STILLWATER COUNTY

RECORDED: 01/09/2006 9:48 KOI: WARRANTY D

Pauline Mishler CLERK AND RECORDER

FEE: \$7.00

BY: Pauline Mishler

TO: UNITED BANK ABSAROOKE P.O. BOX 480, ABSAROOKE, MT 59001

County of _____
Filed for record this _____ day of _____
Recorded in Book _____ of Deeds on Page _____
State of Montana.

NO. 8 - WARRANTY DEED - SHORT FORM - PHOTO

STATE PUBLISHING CO., HELENA, MONT.

This Indenture, Made the 9th day of October
A. D. one thousand nine hundred and 2002
BETWEEN DELANCE UDENBERG of Plains, Mt. 59859 (General Delivery)

and C. JOSEPH HUCKE part Y of the FIRST PART
P. O. 21,000, Billings, MT. 59104

the part Y of the SECOND PART;
WITNESSETH, that the said part Y of the FIRST PART, for and in consideration of the
sum of One dollar and other consideration ***** Dollars (\$ 1.00)
lawful money of the United States of America to him in hand paid by said part Y of the
SECOND PART, the receipt whereof is hereby acknowledged; do es by these presents grant,
bargain, sell, convey, warrant and confirm unto the said part Y of the SECOND PART, and to
his heirs and assigns forever, the hereinafter described real estate situated in the city or town of
Columbus County of Stillwater, and State of

Montana, to-wit:
PARK ADDITION
Block 3: Lots 12, 13, 14, 15 and 16.

TOGETHER with all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said part Y of the FIRST PART, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said part Y of the SECOND PART, and to his heirs and assigns forever.
And the said part Y of the FIRST PART, and his heirs, do hereby covenant that they will forever WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said part Y of the SECOND PART his heirs and assigns, against all acts and deeds of the said part Y of the FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.

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

Signed, Sealed and Delivered in the presence of
De Lance Udenberg (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF MONTANA,
County of Sanders ss.
On this 9th (ninth) day of October in the year nineteen hundred and 2002 before me Barbara Holman Morse, a Notary Public for the State of Montana, personally appeared DELANCE UDENBERG

known to me Barbara Holman Morse
(or proved to me on oath of _____)
whose name is subscribed to the within instrument and acknowledged to me executed the same.

WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.
Notary Public for the State of Montana.
My Commission expires Aug 10 2004

Residing at Absarokee, Mt.

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SCHEDULE A

1. **Commitment Date:** 01/06/2017 at 5:00 PM
Commitment No: SC-11891

2. **Policy or Policies to be issued:**

Owners Policy Form 1402.06 (6/17/06)	Policy Amount: \$TBD
	Premium: \$TBD

Proposed Insured: TBD and agreed to by the Company

Loan Policy Form 1056.06 (6/17/06)	Policy Amount: \$
	Premium: \$

Proposed Insured:

3. **Fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by C. Joseph Hucke**

4. **The land referred to in this Commitment is described as follows:**

Stillwater County, Montana

Park Addition
Block 3: Lots 12, 13, 14, 15, and 16

SCHEDULE B - Section 1

Requirements

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

**SCHEDULE B - Section 2
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title, or interest in any minerals, mineral rights, or related matters including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public record.
8. 2016 taxes in the original amount of \$462.81 are paid, Tax Receipt No. 30407.
2017 taxes are an accruing lien, not yet due or payable.

The foregoing numbered exceptions ___ may be eliminated in an ALTA Extended Coverage Policy.

* * * *Exception copies available upon request.* * * *



CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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First American Title

ISSUED THROUGH THE OFFICE OF:

**Stillwater Abstract
P.O. Box 806
Columbus, MT 59019**



**FIRST AMERICAN
TITLE INSURANCE
COMPANY**

**Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643**

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The First American Corporation Stillwater Abstract & Title Company

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