

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

By:   
Authorized Officer or Agent  
Janet A. Lesofski  
Sky Peak Title & Escrow LLC  
14 East Main, St 7  
White Sulphur Springs, MT 59645  
Tel: 406-547-2222  
Fax:



**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By:   
President  
Attest:   
Secretary



## **CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. This paragraph intentionally deleted.





**ALTA COMMITMENT FORM  
COMMITMENT FOR TITLE INSURANCE**

**Issued By  
FIDELITY NATIONAL TITLE**

Fidelity National Title, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Janet A Lesofski

**Fidelity National Title Insurance Company**



BY

President

ATTEST

Secretary



**SCHEDULE A**

1. Effective Date: May 30, 2018 at 12:00 AM

2. Policy or Policies to be issued:

Amount

a. ALTA Owners Policy (06/17/06)

TBD

Proposed Insured: Purchaser with Contactual rights under a purchase agreement with the vested owner identified at item 4 below.

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

The heirs and devisees of Harold Dean Sears, deceased, Phillip B. Reno has been appointed Personal Representative of said estate.

5. The land referred to in the Commitment is described as follows:

Lots 7 and 8, in Block 5, Stimpson Addition to the Town of Martinsdale, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of Meagher County.

Janet A Lesofski

**Fidelity National Title Insurance Company**



BY

*[Signature]*

President

ATTEST

*[Signature]*

Secretary



## SCHEDULE B

1. Requirements:
  - a. When the proposed insured seeks ALTA extended coverage, we will require borrowers and/or sellers to execute and Indemnity and Affidavit as to debts, liens, and possession.
  - b. Satisfaction or release filed of record to release all Judgments, Liens, Mortgages, and Trust Indentures, if any, unless the proposed insured desires to assume or subordinate to said obligations.
  - c. If ALTA extended coverage is requested and/or if Fidelity Title at its discretion feels a physical inspection of the property is necessary then an inspection will be performed. Any matters found by our inspection requiring disclosure to the parties involved in this transaction, will be shown in a supplemental report Fidelity has the right to add to the supplemental report additional exceptions to coverage, as it deems necessary.
  - d. Company requires Seller and Buyer to fully comply with the provisions of the Realty Transfer Act (M.C.A. 15-7-301 et. al.), which includes the requirement that Seller and Buyer fully complete a Realty Transfer Certificate which will be presented at closing. If either party fails to fully comply with the Realty Transfer Act, Company will add the following exception in the final title policy: Any state or county taxing, assessing, or recording authority's failure to acknowledge the transfer to the insured of the land described in Schedule A, pursuant to the Realty Transfer Act, as set forth in M.C.A. 15-7-301 et. al
  - e. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
  - a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
  - b. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
  - c. 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. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
  - d. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
  - e. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

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- f. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- g. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authoring the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
- h. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- i. Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.
- j. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A, including, but not limited to any right of the Public and the County of Meagher to use and occupy those certain roads and trails.
- k. Taxes and assessments for the year(s) 2018 which are a lien not yet due and payable.
- l. 2017 Taxes and special assessments are a lien; amounts are determined and payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes and assessments as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2017	\$180.46 PAID	\$175.45 PAID	0000001001



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies that provide title insurance, technology, and transaction services to the real estate and mortgage industries (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### **Collection and Use of Information:**

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### **Additional Ways that Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history

(including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).



- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies. More information can be found in the Help system of your browser.

Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition

of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

### **Information from Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

### **European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

### **Choices with Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed

and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

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Marin Keyes  
CHURCH, HARRIS, JOHNSON & WILLIAMS, P. C.  
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P.O. Box 1645  
Great Falls, MT 59403-1645  
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Facsimile: (406) 453-2313  
Email: mkeyes@chjw.com

Attorneys for Applicant

Number DP-18-5  
Filed 4<sup>th</sup>  
Day of April, 20 18  
Donna Morris  
Clerk of District Court

MONTANA FOURTEENTH JUDICIAL DISTRICT COURT, MEAGHER COUNTY

IN THE MATTER OF THE ESTATE OF  HAROLD D. SEARS A.K.A. HAROLD JOHN SEARS,  Deceased.	Probate No. <u>DP-18-5</u>  LETTERS
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The Will of the above-named decedent, having been admitted to probate and PHILLIP B. RENO appointed as Personal Representative of said Will and Estate, by Order in the above proceeding dated ~~March~~ April 4<sup>th</sup>, 2018;

Letters of appointment as such Personal Representative are hereby issued as provided by law.

WITNESS the Clerk of the Court above named and the seal of the Court affixed the 4<sup>th</sup> day of April, 2018.

DONNA MORRIS, CLERK OF COURT

By Donna Morris  
Deputy Clerk



00371607.DOCX

#4

State of Montana )  
County of FERGUS )

I, PHILLIP B. RENO, hereby accept the duties of Personal Representative of the Will and Estate of HAROLD D. SEARS, deceased, and do solemnly swear that I will perform, according to law, the duties of Personal Representative of the Will and Estate of HAROLD D. SEARS, deceased.

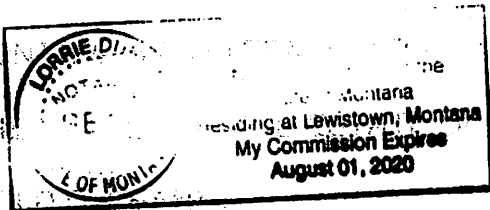
Facsimile \_\_\_\_\_  
Email \_\_\_\_\_

Attorney \_\_\_\_\_

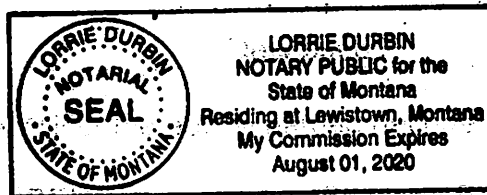
*Phillip B. Reno*

PHILLIP B. RENO  
Personal Representative

SUBSCRIBED and SWORN to before me this 12 day of March, 2018.



*Lorrie Durbin*  
(Signature of Notarial Officer)  
(Affix Official Stamp To Left)



STATE OF MONTANA.

f31 490

97145

County of Meagher } ss.  
Filed for record this 17 day of January 1990 at 1:50 o'clock P. M. and  
Recorded in Book 531 of Deeds on Page 226 of the Records of County of Meagher,  
State of Montana. DELAINE C. LIND Clerk and Recorder By Carol Anderson

NO. 6 - WARRANTY DEED - SHORT FORM - FICTO

DEEDS RECORDER OF MONTANA, 1987.

PLATTED INDEXED

This Indenture, Made the 11th day of January  
A. D. one thousand nine hundred and ninety  
BETWEEN Duane & Marian Kirkness  
515 16th West of  
Billings, Montana part of the FIRST PART  
and Purchaser name Harold Dean Sears of  
Purchaser address  
Box B, Martinsdale, MT. 59053  
of the part of the SECOND PART;

WITNESSETH, that the said part of the FIRST PART, for and in consideration of the  
sum of One Dollar and 0.V.C. Dollars (\$1.00 O.V.C.)  
lawful money of the United States of America to in hand paid by said part of the  
SECOND PART, the receipt whereof is hereby acknowledged; do by these presents grant,  
bargain, sell, convey, warrant and confirm unto the said part of the SECOND PART, and to  
heirs and assigns forever, the hereinafter described real estate situated in the city or town of  
County of  
Montana, to-wit: Lots 1 through 8, inclusive, in Block 4, and  
Lots 7 and 8, in Block 5, Stimpson Addition to  
the Town of Martinsdale, Montana, according to  
the official plat on file and of record in the  
office of the Clerk and Recorder of Meagher  
County.

TOGETHER with all and singular the hereinbefore described premises together with all tenements, heredita-  
ments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, re-  
mainder 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 of the FIRST PART, of, in or to the said premises, and every part and parcel thereof, with the appur-  
tenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described prem-  
ises unto the said part of the SECOND PART, and to heirs and assigns forever.  
And the said part of the FIRST PART, and 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 of the SECOND PART heirs and assigns, against  
all acts and deeds of the said part of the FIRST PART, and all and every person and persons whomso-  
ever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said part of the FIRST PART ha here-  
unto set hand and seal the day and year first hereinbefore written.

Signed, Sealed and Delivered in  
the presence of } Duane Kirkness (SEAL)  
} Marian Kirkness (SEAL)  
} (SEAL)  
} (SEAL)

STATE OF MONTANA, } ss.  
County of Yellowstone

On this 11th day of January in the year nineteen hundred and  
ninety before me Cindy Rosalar, a Notary Public  
for the State of Montana, personally appeared Duane Kirkness and Marian Kirkness

known to me Cindy Rosalar  
(or proved to me on oath of  
to be the persons whose names subscribed to the within instrument and acknowledged to me  
that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal  
the day and year first above written.

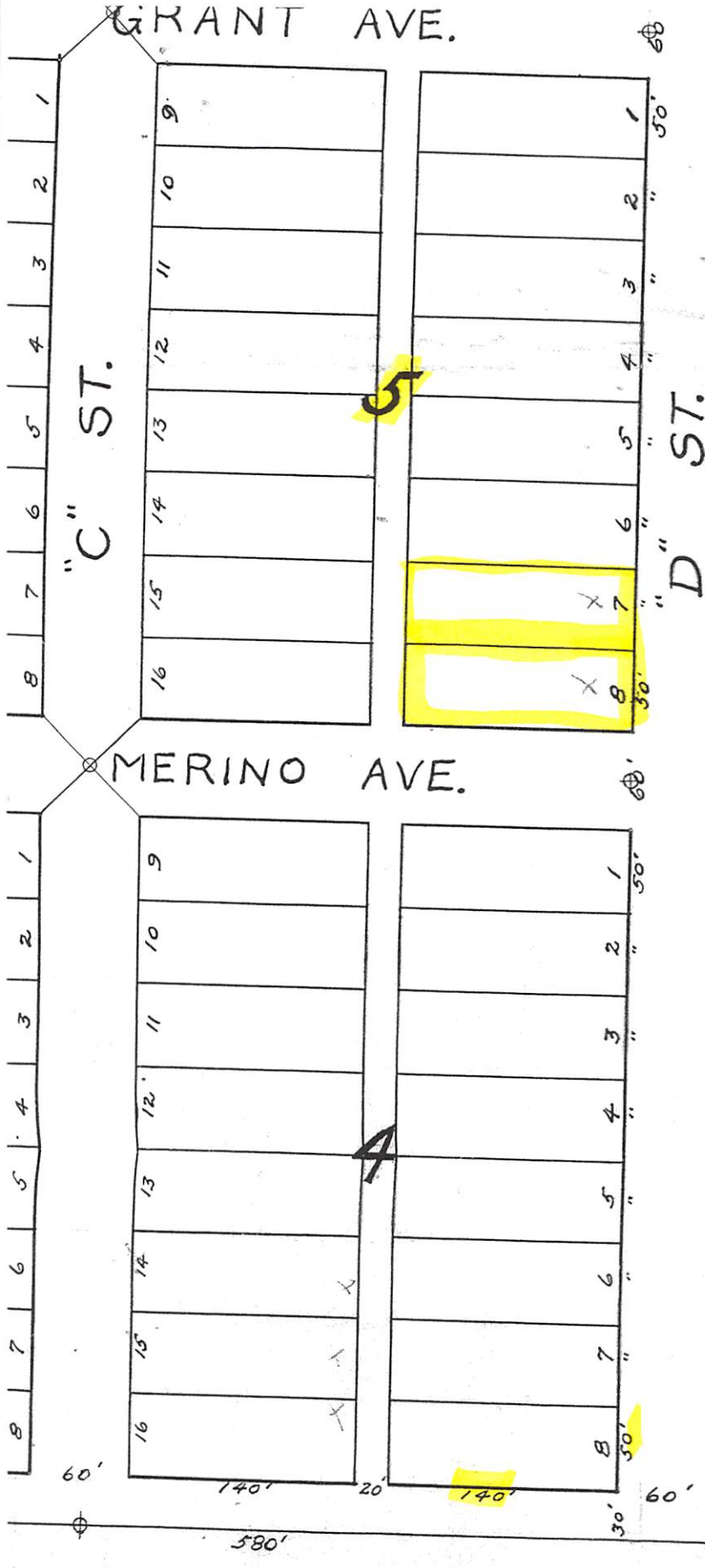
Cindy Rosalar  
Notary Public for the State of Montana  
Residing at Yellowstone Co My Commission expires 1992

05/09/18  
15:27:20

MEAGHER COUNTY  
Meagher County Treasurer  
PO Box 429  
White Sulphur Springs, MT 59645-0429  
406-547-3025  
Property Tax Query

Page: 1  
Tax ID: 0000001001  
Type: REAL

Name & Address	TW Rang	SC	Description	YR	Int Date	Due date	Tax Amount	Penalty	Interest	Total Year
SEARS HAROLD DEAN			Sub/Blk/Lot							
			08N/11E /14							5/ 7
495 POWER HOUSE RD			Geo 1702-14-1-05-15-0000							
			STIMPSON ADD (MARTINSDALE),							
			LOT 7 - 8, 14000 SQUARE FEET							
			Sub/Blk/Lot							/ 005/ 007
			08N/11E /14							
			Geo 1702-14-1-05-15-0001							
			STIMPSON ADD (MARTINSDALE),							
			72 CHAMPION MOBILE 24 X 44							
LEWISTOWN MT 59457-8106										
Paid	17	11/20/17	11/30/17	180.46			175.45			355.91
Paid	16	11/28/16	12/30/16	172.41			167.37			339.78
Paid	15	11/04/15	11/30/15	156.61			151.59			308.20
Paid	14	10/29/14	12/01/14	158.23			148.22			306.45
Paid	13	11/06/13	11/30/13	160.14			150.13			310.27
Paid	12	10/26/12	11/30/12	149.91			139.90			289.81
Paid	11	10/25/11	11/30/11	157.20			147.19			304.39
Paid	10	10/29/10	11/30/10	161.71			151.70			313.41
Paid	9	11/23/09	12/21/09	171.55			161.54			333.09
Paid	8	10/27/08	12/01/08	196.73			186.71			383.44



... IN WITNESS  
 HEREUNTO ATTACHED MY C  
 SIGNATURE THIS 28<sup>th</sup> DAY

MY COMMISSION  
 EXPIRES JUNE 8<sup>th</sup> 1912

WE HEREBY CERTIFY THAT I  
 SURVEYED, SUBDIVED AND PLAT  
 STREETS AND ALLEYS AS SH  
 HEREUNTO ATTACHED, THE FOL  
 TRACT OF LAND-, STARTING AT  
 NORTH OF THE S.W. CORNER  
 SEC. 14 TWP. 8N., R. 11E. O  
 THENCE NORTH ALONG WEST L  
 1350 FEET, THENCE 613<sup>81</sup> FEET  
 THENCE SOUTH 1551<sup>02</sup> FEET,  
 TO POINT OF BEGINNING, AND  
 DEDICATE TO THE PUBLIC,  
 AND ALLEYS AS SHOWN BY 7  
 ADDITION TO BE KNOWN A  
 ADDITION TO TOWNSITE OF M

*W*  
*F.A.*

COUNTY OF MEACHER }  
 STATE OF MONTANA } SS

*I.A.*

NOTARY PUBLIC IN AND FOR T  
 MEACHER, STATE OF MONTANA,  
 THAT BEFORE ME CAME F.A.  
 W.W. FLATT AND DID ACKNO  
 THEY EXECUTED THE ABOVE I  
 OWN FREE WILL AND DEED, IN  
 I HAVE HEREUNTO ATTACHED M  
 AND SIGNATURE THIS 3<sup>rd</sup> DAY

Plat of Stimpson's  
 addition  
 5/12/1911


Property Record Card

sears

GO

47-1702-14-1-05-15-0000

X

General Information		
Property Number	47-1702-14-1-05-15-0000	<p>Open Map</p> 
Assessment Code	0000001001	
County	Meagher	
Levy District	47-1569	
Neighborhood	247.009	
Situs Address	411 MERINO AVE N, MARTINSDALE, MT 59053	
Legal Description	STIMPSON ADD (MARTINSDALE), S14, T08 N, R11 E, BLOCK 5, Lot 7 - 8, 14000 SQUARE FEET	
Owner Name	SEARS HAROLD DEAN	
Property Last Updated	10/2/2017	

Feedback

Value History		
Year	Market Value	Taxable Value
2013	\$23,660	\$321
2014	\$23,660	\$310
2015	\$25,604	\$346
2016	\$25,604	\$346
2017	\$26,560	\$359

Property Characteristics		



Property Characteristics	
Type	RU - Residential Urban
Living Units	1
Topography	1 Utilities 7, 8
Access	2
Location	5 - Neighborhood or Spot
Fronting	4 - Residential Street
Parking	Parking Qty.
Parking Proximity	

Market Land			
Type	Value		
8 - Other	\$10,370		
Method	Sqft Method of valuation	Value	\$10,370
Sq. Ft.	14,000	Acres	0

Other Buildings & Improvements			
Type	Value		
RRG1 - Garage, frame, detached, finished	\$15,900		
Type	Residential	Grade	4
Year Built	1990	Quantity	1
Condition	Res Average	Functional	
RRS2 - Shed, residential, metal	\$290		
Type	Residential	Grade	L
Year Built	2005	Quantity	1
Condition	Res Fair	Functional	

Feedback

**MONTANA.GOV**

OFFICIAL STATE WEBSITE

Montana Department of Revenue

Privacy & Security Policy

State of Montana


**Property Record Card**

sears

GO

47-1702-14-1-05-15-0001

X

General Information		
<b>Property Number</b>	47-1702-14-1-05-15-0001	<p>Open Map</p>  <p>This parcel could not be mapped</p>
<b>Assessment Code</b>	0000001001	
<b>County</b>	Meagher	
<b>Levy District</b>	47-1569	
<b>Neighborhood</b>	247.009	
<b>Situs Address</b>	411 MERINO AVE N, MARTINSDALE, MT 59053	
<b>Legal Description</b>	STIMPSON ADD (MARTINSDALE), S14, T08 N, R11 E, BLOCK 005, Lot 007, 72 CHAMPION MOBILE 24 X 44	
<b>Owner Name</b>	SEARS HAROLD DEAN	
<b>Property Last Updated</b>	10/2/2017	

Feedback


Value History		
Year	Market Value	Taxable Value
2013	\$10,130	\$139
2014	\$10,130	\$133
2015	\$8,510	\$115
2016	\$8,510	\$115
2017	\$8,910	\$120

Property Characteristics	

**MONTANA.GOV** **Property Characteristics**

Type	OFFICIAL STATE WEBSITE	RU - Residential Urban
Living Units		
Topography	1	Utilities 3, 4
Access	3	
Location	0 - Rural Land	
Fronting	0 - None	
Parking		Parking Qty.
Parking Proximity		

**Residential Dwellings**

	MH	Double Wide	3501 - Improvements on Residential City/Town Lots	
Feedback	Grade	L	Year Built	1972
	Story Height	1.0	Effective Year	
	Attic	0 - None	Year Remodeled	
	SFLA	1,056	Ext. Wall	Frame
	Ext. Wall Finish	5 - Maintenance Free Aluminum/Vinyl/Steel		
	Roof Type	3 - Gable	Roof Material	5 - Metal
	Foundation	1 - Wooden or Masonry Piers/Posts	Basement	0 - None
	Heat Cool	Central	Daylight Basement	
	Fuel Type	3 - Gas	Finished Bsmt. Area	
	System Type	5 - Forced Air	Basement Quality	
	Heated Area		Bedrooms	3
	Full Baths	1	Half Baths	
	Family Rooms		Additional Fixtures	2
	Fireplace Stacks		Openings	
	Fireplace Stories		Prefab	
Percent Complete		Garage Cars		

Residential Dwellings			
<a href="#">View</a> <b>MONTANA.GOV</b> OFFICIAL STATE WEBSITE		<a href="#">Access</a>	
<b>Mobile Home Make</b>	CHAMPION	<b>Mobile Home Model</b>	MOB
<b>Mobile Home Length</b>	44	<b>Mobile Home Width</b>	24
<b>Additions</b>			
<b>Lower</b>	<b>First</b>	<b>Second</b>	<b>Third</b>
	33 - Deck, Wood		
<b>Permits</b>			
<b>Number</b>	<b>Amount</b>	<b>Date</b>	
76288	\$100	5/18/2005	