



WESTCOR
LAND TITLE INSURANCE COMPANY

**ALTA Commitment For Title Insurance
(Adopted 08-01-2016; Technical Corrections 04-02-18)
(WITH MONTANA MODIFICATIONS)
COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By:

MT1013 * S21-0467

The North Dakota Guaranty and Title Co. dba Richland County Title
108 4th Street SE
Sidney, MT 59270



By: Mary O'Kane
President

Attest: [Signature]
Secretary

CM-30

**MT ALTA 08-01-16 Commitment for Title Insurance
(08-01-16; Technical Corrections 04-02-18)-w-MT Modifications
(WLTIC Edition Date 09/25/18)**

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. INTENTIONALLY OMITTED

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WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT (Adopted 08-01-2016; Technical Corrections 04-02-18)
(WITH MONTANA MODIFICATIONS)

Transaction Identification Data for reference only:

Issuing Agent: Carly Pulliam
Issuing Office: Richland County Title Inc.
Issuing Offices ALTA Registry ID:
Commitment No.: S21-0467
Issuing Office File No.: S21-0467
Property Address:

SCHEDULE A

1. Commitment Date: November 8, 2021 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date vested in:
A & C Soaring Eagle Trucking Inc.

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MT ALTA Commitment for Title Insurance
(08-01-16; Technical Corrections 04-02-18)-w-MT Modifications
(WLTIC Edition Date 09/25/18)



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S21-0467

SCHEDULE A

(Continued)

5. The Land is described as follows:

Township 23 North, Range 53 East of the M.P.M.

Section 36: S $\frac{1}{2}$ NW $\frac{1}{4}$ LESS and EXCEPT the Abandonment Townsite of Lane, Richland County, Montana more particularly described in Book E-86, page 228; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana for road purposes, containing 1.82 acres, more or less and more particularly described in Book A-5, page 563; ALSO EXCEPTING a strip of land conveyed to MONTANA Eastern Railway Company, a corporation, more particularly described in Book A-10, page 252, ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for a county road, more particularly described in Book A-21, page 155

AND

N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$, LESS and EXCEPT tracts of land conveyed to Richland County, Montana for a public roadway, more particularly described in Book A-5, page 563, FURTHER EXCEPTING a tract of land in the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 36, T23N, R53E deeded to the State Highway Commission of Montana for a right of way for a state highway, more particularly described in Book A-81, page 111, FURTHER EXCEPTING THEREFROM a tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ containing 9.52 acres, more or less, conveyed to the Great Northern Railway Company and more particularly described in Book A-34, page 626.

Township 22 North, Range 54 East of the M.P.M.

Section 3: Lots 3, 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, less and except a tract of land conveyed to the State of Montana for the benefit and use of its State Highway Commission, containing 1.56 acres, more or less, more particularly described in Book A-81, page 5; All that part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ lying south of a line parallel to and 200 feet distance southerly, measured at right angles, from the center line of the main track of the railway of the Great Northern Railway Company as now located and constructed.

Section 4: Lots 1, 2, 3, 4, and all that part of the S $\frac{1}{2}$ N $\frac{1}{2}$ lying north of the Right of Way of Montana State Highway No. 200.

Section 5: All that part lying north of the Right of Way of Montana State Highway No. 200

Section 6: All that portion lying North of High Way 200. (To Be Determined by a new survey)

Township 23 North, Range 54 East of the M.P.M.

Section 31: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, except that portion lying east of the following described line, to-wit: Beginning at the SE corner of said section, thence North 25°21' west 2,034 feet; thence north 18°47' west 823 feet; thence north 1°19' west 50 feet, more or less, to the north line of said 320 acres subdivision. EXCEPTING ALSO, all that portion thereof lying north of the following described line, to wit: Beginning at a point on the north line of said subdivision, that lies 800 feet east of the W $\frac{1}{4}$ quarter corner of said section, thence south 57° east 400 feet; thence north 73°30' east 770 feet, more or less, to the north line of said subdivision. FURTHER EXCEPTING THEREFROM a strip of land in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ conveyed to the Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 392

AND

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S21-0467

SCHEDULE A

(Continued)

A parcel of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, thence north a distance of 1,048 feet; thence west a distance of 1,360 feet; thence southeast a distance of 1,647 feet; thence east a distance of 167 feet to the point of beginning, according to a Quit Claim Deed recorded on March 29, 1962 in Book A-93, Page 111, LESS and EXCEPT that portion of the above described premises lying west of the following described line, to wit: Beginning at the Southeast corner of said Section, thence North 25°21' West 2034 feet, thence North 18°47' West 823 feet, thence north 1°19' West 50 feet, more or less, to the North line of said 320 acre subdivision as described in A-4, Page 601.

Section 33: ALL

Section 34: S $\frac{1}{2}$, LESS and EXCEPT a tract of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34, deeded to Richland County For road purposes, more particularly described in Book A-4, Page 545.

Deed Reference: A147/201

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WESTCOR LAND TITLE INSURANCE COMPANY
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SCHEDULE B – PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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 requirements 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.

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WESTCOR LAND TITLE INSURANCE COMPANY
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SCHEDULE B – PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. 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 Records.
10. County road rights-of-way the existence of which is dependent in whole or in part upon writings which have not been recorded and indexed as conveyances in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, MCA.

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S21-0467

SCHEDULE B – PART II

(Continued)

11. General taxes and assessments for the year 2021
 - First half: \$2203.91 DUE and will become delinquent after November 30, 2021
 - Second half: \$1928.45 DUE and will become delinquent after May 31, 2022
 - TAX ID No.: 3713

12. General taxes and assessments for the year 2020
 - First half: \$2342.85 PAID
 - Second half: \$2067.38 DELINQUENT plus penalty and interest
 - TAX ID No.: 3713

13. General taxes and assessments for the year 2021
 - First half: \$8.87 DUE and will become delinquent after November 30, 2021
 - Second half: \$8.85 DUE and will become delinquent after May 31, 2022
 - TAX ID No.: 3714

14. General taxes and assessments for the year 2020
 - First half: \$9.04 PAID
 - Second half: \$9.01 DELINQUENT plus penalty and interest
 - TAX ID No.: 3714

15. General taxes and assessments for the year 2021
 - First half: \$294.54 DUE and will become delinquent after November 30, 2021
 - Second half: \$294.48 DUE and will become delinquent after May 31, 2022
 - TAX ID No.: 3717

16. General taxes and assessments for the year 2020
 - First half: \$301.43 PAID
 - Second half: \$301.38 DELINQUENT plus penalty and interest
 - TAX ID No.: 3717

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S21-0467

SCHEDULE B – PART II

(Continued)

17. General taxes and assessments for the year 2021
First half: \$757.26 DUE and will become delinquent after November 30, 2021
Second half: \$757.19 DUE and will become delinquent after May 31, 2022
TAX ID No.: 3518
18. General taxes and assessments for the year 2020
First half: \$791.95 PAID
Second half: \$791.88 DELINQUENT plus penalty and interest
TAX ID No.: 3518
19. General taxes and assessments for the year 2021
First half: \$504.80 DUE and will become delinquent after November 30, 2021
Second half: \$504.74 DUE and will become delinquent after May 31, 2022
TAX ID No.: 3519
20. General taxes and assessments for the year 2020
First half: \$515.73 PAID
Second half: \$515.68 DELINQUENT plus penalty and interest
TAX ID No.: 3519
21. General taxes and assessments for the year 2021
First half: \$208.91 DUE and will become delinquent after November 30, 2021
Second half: \$208.87 DUE and will become delinquent after May 31, 2022
TAX ID No.: 6706
22. General taxes and assessments for the year 2020
First half: \$218.25 PAID
Second half: \$218.20 DELINQUENT plus penalty and interest
TAX ID No.: 6706
23. Terms, Conditions and Provisions contained in Notice of Bankruptcy Estates Interest in Real Property
Recorded: August 31, 2021
Book/Page: Book E450, Page 506

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S21-0467

SCHEDULE B – PART II
(Continued)

- 24. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 2, 2021
Book/Page: 611414

- 25. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 2, 2021
Book/Page: 611415

- 26. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 2, 2021
Book/Page: 611416

- 27. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 2, 2021
Book/Page: 611417

- 28. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 2, 2021
Book/Page: 611418

- 29. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 2, 2021
Book/Page: 611419

- 30. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 2, 2021
Book/Page: 611420

- 31. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 3, 2020
Book/Page: 607587

- 32. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 3, 2020
Book/Page: 607588

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SCHEDULE B – PART II

(Continued)

33. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 3, 2020
Book/Page: 607590
34. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 3, 2020
Book/Page: 607591
35. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 3, 2020
Book/Page: 607592
36. Terms, Conditions and Provisions contained in Tax Lien Certificate
Recorded: August 3, 2020
Book/Page: 607593
37. Terms, Conditions and Provisions contained in Road Use Agreement
Recorded: June 19, 2015
Book/Page: Book E 421, Page 450
38. An easement affecting the portion of said premises and for the purposes stated herein
For: Pipeline Right of Way Grant and Release of Damages
In Favor of: Hiland Operating, LLC
Recorded: January 3, 2014
Book/Page: Book E 405, Page 19
39. An easement affecting the portion of said premises and for the purposes stated herein
For: Pipeline Right of Way Grant and Release of Damages
In Favor of: Hiland Operating, LLC
Recorded: January 3, 2014
Book/Page: Book E 405, Page 30

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(08-01-16; Technical Corrections 04-02-18)-w-MT Modifications
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S21-0467

SCHEDULE B – PART II

(Continued)

40. An easement affecting the portion of said premises and for the purposes stated herein
For: Right of Way Agreement
In Favor of: ONEOK Rockies Midstream, LLC
Recorded: December 9, 2013
Book/Page: Book E 404, Page 404
41. Terms, Conditions and Provisions contained in Memorandum of Surface and Road Use Agreement
Recorded: June 21, 2013
Book/Page: Book E 397, Page 187
42. Easement reserved in Deed
Recorded: August 20, 1991
Book/Page: Book A131, Page 850
For: Right of way for ditches, canals, tunnels, telephone, telegraph and electric power lines; also for removal of minerals.
43. Easement reserved in Deed
Recorded: August 20, 1991
Book/Page: Book A131, Page 852
For: Right of way for ditches, canals, tunnels, telephone, telegraph and electric power lines; also for removal of minerals.
44. Easement reserved in Deed
Recorded: August 20, 1999
Book/Page: Book A141, Page 345
For: Ingress & Egress for removal of Minerals
45. Easement reserved in Deed
Recorded: August 20, 1999
Book/Page: Book A141, Page 348
For: Ingress & Egress for removal of Minerals
46. An easement affecting the portion of said premises and for the purposes stated herein
For: Right of Way Easement
In Favor of: Mid-Rivers Telephone Cooperative, Inc.
Recorded: May 26, 1976
Book/Page: Book E 125, Page 330

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.

CM-30S

MT ALTA Commitment for Title Insurance
(08-01-16; Technical Corrections 04-02-18)-w-MT Modifications
(WLTIC Edition Date 09/25/18)



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S21-0467

SCHEDULE B – PART II

(Continued)

47. An easement affecting the portion of said premises and for the purposes stated herein
For: Right of Way Easement
In Favor of: Mid-Rivers Telephone Cooperative, Inc.
Recorded: May 26, 1976
Book/Page: Book E 125, Page 373
48. An easement affecting the portion of said premises and for the purposes stated herein
For: Right of Way Easement
In Favor of: Mid-Rivers Telephone Cooperative, Inc.
Recorded: May 26, 1976
Book/Page: Book E125, Page 374
49. Terms, Conditions and Provisions contained in Stockpile Lease
Recorded: September 7, 1962
Book/Page: Book E 76, Page 433
50. Easement reserved in Deed
Recorded: December 12, 1960
Book/Page: Book A 90, Page 402
For: Ingress/Egress for removal of minerals
51. An easement affecting the portion of said premises and for the purposes stated herein
For: Easement
In Favor of: State of Montana
Recorded: August 23, 1956
Book/Page: Book E 60, Page 478
52. An easement affecting the portion of said premises and for the purposes stated herein
For: Right of Way Deed
In Favor of: State Highway Commission of Montana
Recorded: June 19, 1956
Book/Page: Book A 81, Page 111

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CM-30S

MT ALTA Commitment for Title Insurance
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S21-0467

SCHEDULE B – PART II
(Continued)

53. Terms, Conditions and Provisions contained in Bargain & Sale Deed
Recorded: May 23, 1956
Book/Page: Book A 81, Page 5
54. Terms, Conditions and Provisions contained in Bargain & Sale Deed
Recorded: May 23, 1956
Book/Page: Book A 81, Page 7
55. Terms, Conditions and Provisions contained in Bargain & Sale Deed
Recorded: May 26, 1956
Book/Page: Book A 81, Page 3
56. Easement reserved in Deed
Recorded: November 24, 1952
Book/Page: Book A 73, Page 463
For: Right of Way for Ditches and Canals
57. Easement reserved in Deed
Recorded: November 5, 1951
Book/Page: Book A 70, Page 441
For: Right of Way for Ditches and Canals
58. An easement affecting the portion of said premises and for the purposes stated herein
For: Easement
In Favor of: The Mountain States Telephone and Telegraph Co.
Recorded: November 5, 1948
Book/Page: Book A 65, Page 119

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MT ALTA Commitment for Title Insurance
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S21-0467

SCHEDULE B – PART II

(Continued)

59. Easement reserved in Deed
Recorded: June 20, 1945
Book/Page: Book A 57, Page 555
For: Ingress/Egress for removal of Coal and County Highway
60. Easement reserved in Deed
Recorded: June 19, 1944
Book/Page: Book A 55, Page 461
For: Ingress/Egress for removal of Coal and County Highway
61. An easement affecting the portion of said premises and for the purposes stated herein
For: Right of Way Deed
In Favor of: The Great Northern Railway Company
Recorded: February 8, 1932
Book/Page: Book A 34, Page 626
62. An easement affecting the portion of said premises and for the purposes stated herein
For: Right of Way
In Favor of: Richland County, Montana
Recorded: January 19, 1932
Book/Page: Book A 34, Page 545
63. An easement affecting the portion of said premises and for the purposes stated herein
For: Right of Way
In Favor of: County of Richland
Recorded: July 14, 1923
Book/Page: Book A 21, Page 155
64. Easement reserved in Deed
Recorded: February 7, 1920
Book/Page: Book A 16, Page 8
For: Right of Way for Ditches and Canals

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MT ALTA Commitment for Title Insurance
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S21-0467

SCHEDULE B – PART II

(Continued)

65. Easement reserved in Deed
Recorded: August 20, 1919
Book/Page: Book A 14, Page 523
For: Right of Way for Ditches and Canals
66. Easement reserved in Deed
Recorded: November 15, 1916
Book/Page: Book 6, Page 466
For: Right of Way for Ditches and Canals
67. Easement reserved in Deed
Recorded: April 22, 1916
Book/Page: Book A 5, Page 215
For: Right of Way for Ditches and Canals
68. Easement reserved in Deed
Recorded: March 23, 1916
Book/Page: Book A 5, Page 85
For: Right of Way for Ditches and Canals
69. Easement reserved in Deed
Recorded: December 6, 1913
Book/Page: Book 7 of Transcribed Deeds, Page 370
For: Right of Way for Ditches and Canals
70. Easement reserved in Deed
Recorded: August 14, 1913
Book/Page: Book 7 of Transcribed Deeds, Page 42
For: Right of Way for Ditches and Canals

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MT ALTA Commitment for Title Insurance
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S21-0467

SCHEDULE B – PART II

(Continued)

71. Mortgage
Mortgagor: A & C Soaring Eagle Trucking, Inc.
Mortgagee: RaboBank, N.A. & Rabo Agrifinance Inc. & Cooperative Centrale Raiffeisenboerenleenbank B.A.
Amount: \$1,000,000.00
Recorded: May 13, 2010
Book/Page: Book B 224, Page 645
72. Terms, Conditions and Provisions contained in Lis Pendens
Recorded: October 15, 2020
Book/Page: Book E 446, Page 583
73. Terms, Conditions and Provisions contained in Lis Pendens
Recorded: November 9, 2020
Book/Page: Book E 446, Page 727
74. Terms, Conditions and Provisions contained in UCC Financing Statement
Recorded: May 27, 2011
Book/Page: 563993 & UCC # 22252
75. Mortgage
Mortgagor: A & C Soaring Eagle Trucking, Inc.
Mortgagee: Gary S. Deschenes
Amount: \$89,042.53
Recorded: June 9, 2020
Book/Page: Book B 302, Page 592
76. Judgment entered
Against: A&C Soaring Eagle, Inc.
In Favor Of: Nortana Grain Co.
For: \$85,810.97 plus accruing interest
Filed: March 25, 2020
Case No.: DV-19-139
Attorney: Laura Christoffersen

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S21-0467

SCHEDULE B – PART II

(Continued)

77. Judgment entered
Against: A&C Soaring Eagle Trucking, Inc.; Clinton Ray Mullin, Jr.; Farm Credit Services of North Dakota, PCA aka Farm Credit Services of ND
In Favor Of: Farm Credit Services of America, PCA
For: \$77,474.49 plus accruing interest
Filed: February 4, 2021
Case No.: DV-20-41
Attorney: Malcolm H. Goodrich & Maggie W. Stein

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**MT ALTA Commitment for Title Insurance
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S21-0467

WARRANTY DEED

THIS INDENTURE, made this 9th day of February, 2005, between CLINTON R. MULLIN, SR. and MONA M. MULLIN, a married couple, and CLAYTON D. MULLIN and CLAUDINE MULLIN, a married couple, Grantors, and A & C SOARING EAGLE TRUCKING, INC., a corporation under the laws of the State of Montana, Grantee, whose post office address is HC 80, Box 6, Lambert Montana 59243

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantors do hereby grant to the Grantee all of the following real property lying and being in the County of Richland and State of ~~Montana~~ ^{North Dakota} and described as follows, to wit:

Township 23 North, Range 53 East of the M.P.M.

Section 36: S $\frac{1}{2}$ NW $\frac{1}{4}$ LESS and EXCEPT the Abandonment Townsite of Lane, Richland County, Montana more particularly described in Book E-86, page 228; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for road purposes, containing 1.82 acres, more or less and more particularly described in Book A-5, page 563; ALSO EXCEPTING a strip of land conveyed to MONTANA Eastern Railway Company, a corporation, more particularly described in Book A-10, page 252; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for a county road, more particularly described in Book A-21, page 155; AND

N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$, LESS and EXCEPT tracts of land conveyed to Richland County, Montana for a public roadway, more particularly described in Book A-5, page 563, FURTHER EXCEPTING a tract of land in the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 36, T23NR53E deeded to the State Highway Commission of Montana for a right of way for a state highway, more particularly described in Book A-81, page 111. FURTHER EXCEPTING THEREFROM a tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ containing 9.52 acres, more or less, conveyed to the Great Northern Railway Company and more particularly described in Book A-34, page 626.

Township 22 North, Range 54 East of the M.P.M.

Section 3: Lots 3, 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, less and except a tract of land conveyed to the State of Montana for the benefit and use of its State Highway Commission, containing 1.56 acres, more or less, more particularly described in Book A-81, page 5; All that part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ lying south of a line parallel to and 200 feet distance southerly, measured at right angles, from the center line of the main track of the railway of the Great Northern Railway Company as now located and constructed; AND

Lots 1, 2, 11 and 12 of Block 1; All of Block 2; Lots 1, 2, 3, 17 and 18 of Block 3; Lots 1 and 12 of Block 4, all of the former Townsite of Enid, Montana, as abandoned by Order of Abandonment dated January 4, 1949, filed November 23, 1960, filed as Document Number 269875, and being a part of the S $\frac{1}{2}$ NW $\frac{1}{4}$,

N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 3, T22NR54E, LESS and EXCEPT all that part of the above described premises conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Quit Claim Deed recorded in Book A-81, page 115 and by Final Order of Condemnation as recorded in Book E-61, page 230.

Section 4: Lots 1, 2, 3, 4, and all that part of the S $\frac{1}{2}$ N $\frac{1}{2}$ lying north of the Right of Way of Montana State Highway No. 200.

Section 5: All that part lying north of the Right of Way of Montana State Highway No. 200

Section 7: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$., E $\frac{1}{2}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$

Township 22 North, Range 54 East of the M.P.M.

Section 6: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and sale Deed recorded in Book A-81, Page 1; E $\frac{1}{2}$ LESS and EXCEPT a strip of land in the E $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ conveyed to Montana Eastern Railway Company by Warranty Deed recorded in Book A-8, Page 176, FURTHER EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1.

Section 8: All

Township 23 North, Range 54 East of the M.P.M.

Section 31: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, except that portion lying east of the following described line, to-wit: Beginning at the SE corner of said section, thence north 25° 21' west 2,034 feet; thence north 18° 47' west 823 feet; thence north 1° 19' west 50 feet, more or less, to the north line of said 320 acres subdivision. EXCEPTING ALSO, all that portion thereof lying north of the following described line, to wit: Beginning at a point on the north line of said subdivision, that lies 800 feet east of the W $\frac{1}{4}$ quarter corner of said section, thence south 57° east 400 feet; thence north 73° 30' east 770 feet, more or less, to the north line of said subdivision. FURTHER EXCEPTING THEREFROM a strip of land in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ conveyed to the Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 392; AND

A parcel of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows: Beginning at the Southeast corner of said Section 31, thence north a distance of 1,048 feet; thence west a distance of 1,360 feet; thence southeast a distance of 1,647 feet; thence east a distance of 167 feet to the point of beginning, according to a Quit Claim Deed recorded on March 29, 1962 in Book A-93, Page 111, LESS and EXCEPT that portion of the above described premises lying west of the following

described line, to wit: Beginning at the Southeast corner of said Section, thence North 25° 21' West 2034 feet, thence North 18° 47' West 823 feet, thence North 1° 19' West 50 feet, more or less, to the North line of said 320 acre subdivision as described in Book A-4, Page 601.

Section 33: A.1

Section 34: S½, LESS and EXCEPT a tract of land in the E½SE¼ of Section 34, deeded to Richland County for road purposes, more particularly described in Book a-4, Page 545.

SUBJECT TO easements and mineral reservations and conveyances of record.

FURTHER SUBJECT to that certain Mortgage dated August 20, 1999 and recorded August 20, 1999 as Document No. 498638 with a remaining principal balance due of \$422,025.80 plus accrued interest from date of last payment.

And the said Grantors for themselves, their heirs and personal representatives, do covenant with the Grantee that they are well seized in fee of the land and premises aforesaid and have good right to sell and convey the same in the manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and the above-granted lands and premises in the quiet and peaceable possession of said Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said Grantors will warrant and defend.

WITNESS, the hands of the Grantors.

Clint Mullin Sr

Clinton R. Mullin, Sr.

Mona M. Mullin

Mona M. Mullin

Clayton D. Mullin

Clayton D. Mullin

Claudine Mullin

Claudine Mullin

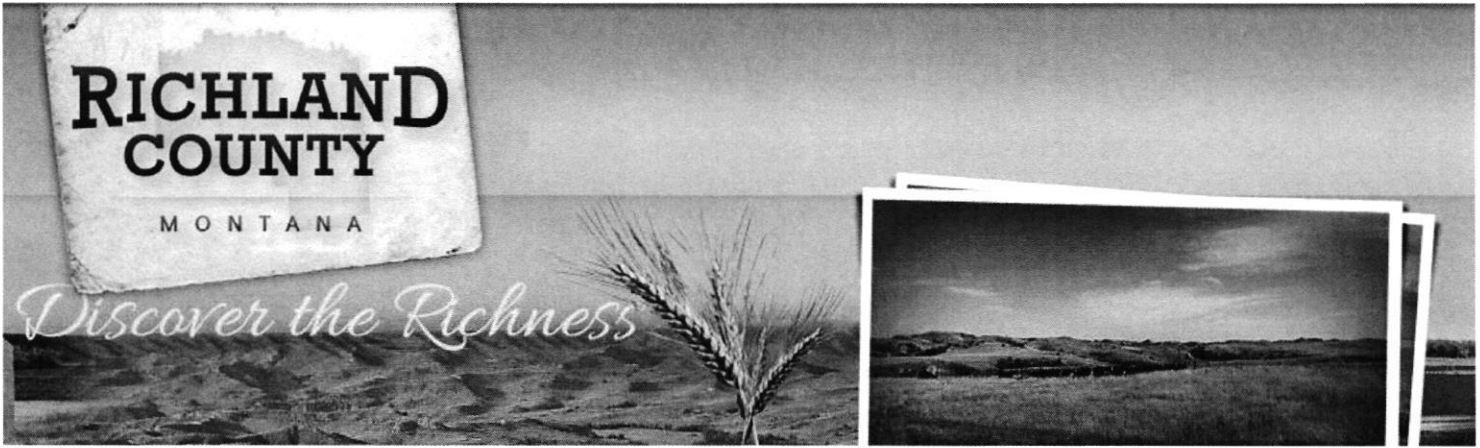
STATE OF MONTANA)
 : ss.
COUNTY OF RICHLAND)

On this 24th day of February, 2005, before me personally appeared Clinton R. Mullin, Sr. and Mona M. Mullin, husband and wife; and Clayton D. Mullin and Claudine Mullin, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Sammie Nelson, Notary Public
Residing at Lambert, Montana
My Commission Expires: 8-26-07



529011 BOOK: 147 DEEDS PAGE: 201 Pages: 4
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 02/24/2005 3:47 KOI: W.D.
PENNI D. LEWIS CLERK AND RECORDER
-4- FEE: \$24.00 BY: Penn D Lewis
TO: N. DAVID FINANCIAL SERVICE LLC PO BOX 430, DICKINSON, ND



Richland County Detail

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11/08/21
15:43:48

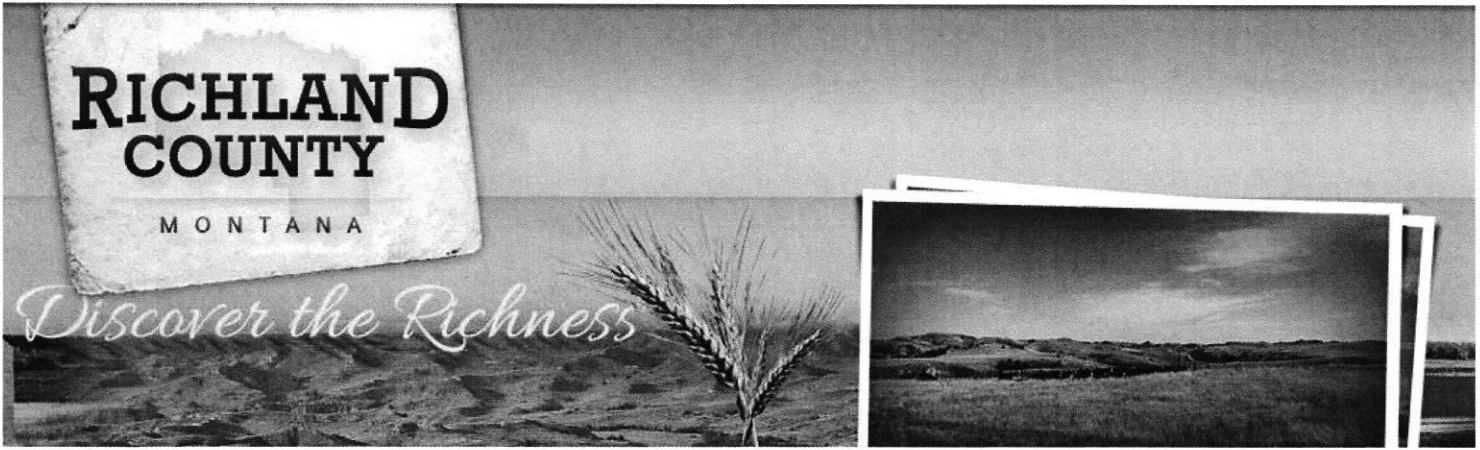
RICHLAND COUNTY
 Richland County Treasurer
 201 West Main
 Sidney, MT 59270
 Property Tax Query

Tax ID: 3713
 Type:

Name & Address	TW Rang SC	Description
A & C SOARING EAGLE TRUCKING INC	22N/54E /06	
12365 COUNTY ROAD 319	Geo 3320-06-4-04-01-0000	E2
LAMBERT MT 59243-9302	23N/54E /31	Geo 3439-31-3-01-01-0000
	PTS S & W OF HY IN S1/2	

	YR	Int Date	Due date	Tax Amount	Penalty	Interest	Total Year
Tax Due	21	11/08/21	11/30/21	2,203.91			4,132.36
Tax Due	21	11/08/21	05/31/22	1,928.45			
Paid	20	11/30/20	11/30/20	2,342.85			4,542.70
Tax Due	20	11/08/21	05/31/21	2,067.38	41.35	91.12	
Paid	19	12/02/19	12/02/19	2,342.47			4,553.86
Paid	19	11/30/20	06/01/20	2,067.02	41.35	103.02	
Paid	18	11/26/18	11/30/18	2,397.15			4,518.81
Paid	18	05/31/19	05/31/19	2,121.66			
Paid	17	11/30/17	11/30/17	2,077.06			3,928.95
Paid	17	06/29/18	05/31/18	1,801.58	36.01	14.30	
Paid	16	11/30/16	11/30/16	2,137.39			4,081.92
Paid	16	08/28/17	05/31/17	1,861.91	37.23	45.39	
Paid	15	12/07/15	11/30/15	2,165.66	43.30	4.15	4,103.30
Paid	15	05/31/16	05/31/16	1,890.19			
Paid	14	11/26/14	12/01/14	1,951.81			3,662.15
Paid	14	06/02/15	06/01/15	1,676.35	33.53	0.46	
Paid	13	11/26/13	12/02/13	1,816.76			3,358.04
Paid	13	06/02/14	06/02/14	1,541.28			
Paid	12	12/06/12	11/30/12	957.06	19.17	1.57	1,681.66
Paid	12	07/16/13	05/31/13	681.61	13.66	8.59	
Paid	11	12/01/11	11/30/11	966.13	19.33	0.27	1,676.41
Paid	11	05/31/12	05/31/12	690.68			

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Richland County Detail

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11/08/21
15:44:06

RICHLAND COUNTY
Richland County Treasurer
201 West Main
Sidney, MT 59270
Property Tax Query

TW Rang SC Description

Tax ID: 3714
Type:

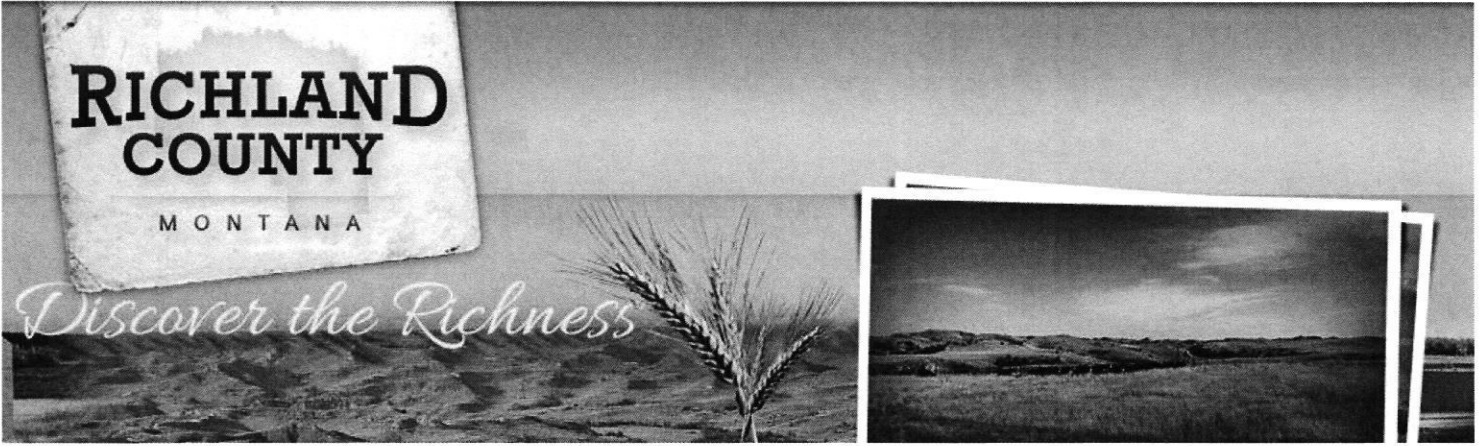
Name & Address

A & C SOARING EAGLE TRUCKING INC
12365 COUNTY ROAD 319
LAMBERT MT 59243-9302

23N/54E /31
Geo 3439-31-4-04-01-0000
17.5 AC IN SESE

	YR	Int Date	Due date	Tax Amount	Penalty	Interest	Total Year
Tax Due	21	11/08/21	11/30/21	8.87			17.72
Tax Due	21	11/08/21	05/31/22	8.85			
Paid	20	11/30/20	11/30/20	9.04			18.61
Tax Due	20	11/08/21	05/31/21	9.01	0.17	0.39	
Paid	19	12/02/19	12/02/19	9.04			18.66
Paid	19	11/30/20	06/01/20	9.01	0.17	0.44	
Paid	18	11/26/18	11/30/18	9.26			18.50
Paid	18	05/31/19	05/31/19	9.24			
Paid	17	11/30/17	11/30/17	7.87			15.93
Paid	17	06/29/18	05/31/18	7.85	0.15	0.06	
Paid	16	11/30/16	11/30/16	5.96			12.09
Paid	16	08/28/17	05/31/17	5.89	0.11	0.13	
Paid	15	12/07/15	11/30/15	6.05	0.11	0.01	12.15
Paid	15	05/31/16	05/31/16	5.98			
Paid	14	11/26/14	12/01/14	6.27			12.62
Paid	14	06/02/15	06/01/15	6.23	0.12		
Paid	13	11/26/13	12/02/13	6.05			12.04
Paid	13	06/02/14	06/02/14	5.99			
Paid	12	12/06/12	11/30/12	6.16	0.12	0.01	12.58
Paid	12	07/16/13	05/31/13	6.10	0.12	0.07	
Paid	11	12/01/11	11/30/11	6.35	0.12		12.77
Paid	11	05/31/12	05/31/12	6.30			

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11/08/21
15:43:29

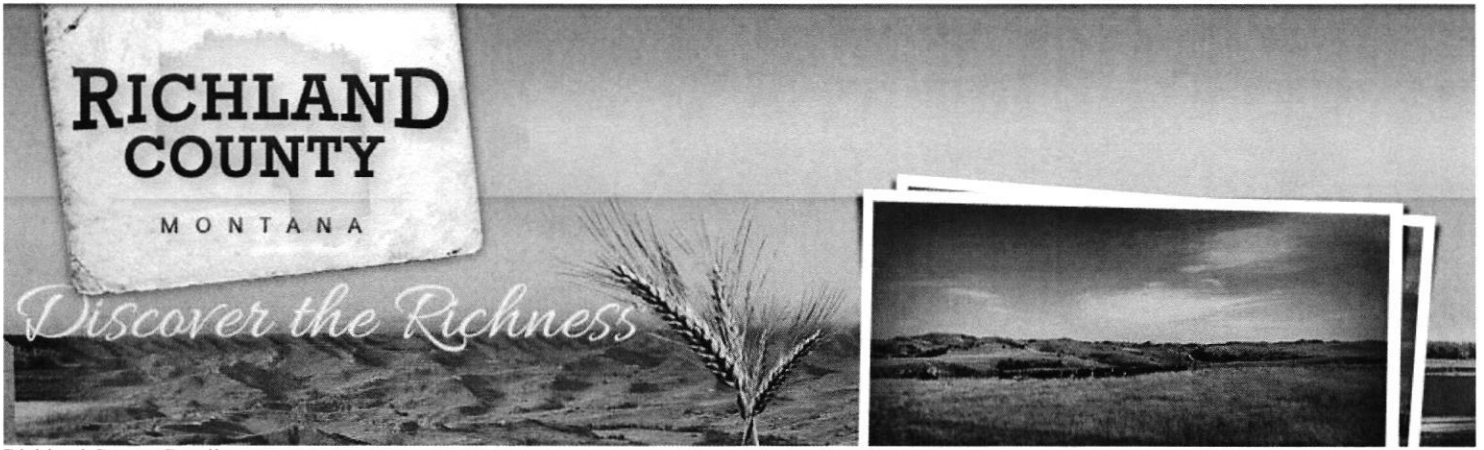
RICHLAND COUNTY
 Richland County Treasurer
 201 West Main
 Sidney, MT 59270
 Property Tax Query

Tax ID: 3717
 Type:

Name & Address	TW Rang SC	Description
A & C SOARING EAGLE TRUCKING INC	23N/53E /36	Geo 3438-36-1-01-01-0000
12365 COUNTY ROAD 319	NE1/4, N1/2NW	23N/53E /36
LAMBERT MT 59243-9302	Geo 3438-36-2-03-01-0000	S1/2NW LESS LANE T'SITE
	23N/53E /36	Geo 3438-36-3-01-01-0000

	YR	Int Date	Due date	Tax Amount	S1/2 LESS R/W Penalty	Interest	Total Year
Tax Due	21	11/08/21	11/30/21	294.54			589.02
Tax Due	21	11/08/21	05/31/22	294.48			
Paid	20	11/30/20	11/30/20	301.43			622.13
Tax Due	20	11/08/21	05/31/21	301.38	6.04	13.28	
Paid	19	12/02/19	12/02/19	301.38			623.76
Paid	19	11/30/20	06/01/20	301.31	6.04	15.03	
Paid	18	11/26/18	11/30/18	311.81			623.57
Paid	18	05/31/19	05/31/19	311.76			
Paid	17	11/30/17	11/30/17	264.79			536.89
Paid	17	06/29/18	05/31/18	264.72	5.29	2.09	
Paid	16	11/30/16	11/30/16	227.24			464.52
Paid	16	08/28/17	05/31/17	227.19	4.54	5.55	
Paid	15	12/07/15	11/30/15	230.69	4.61	0.43	466.36
Paid	15	05/31/16	05/31/16	230.63			
Paid	14	11/26/14	12/01/14	237.06			478.88
Paid	14	06/02/15	06/01/15	237.02	4.74	0.06	
Paid	13	11/26/13	12/02/13	227.60			455.13
Paid	13	06/02/14	06/02/14	227.53			
Paid	12	12/06/12	11/30/12	232.22	4.64	0.36	476.91
Paid	12	07/16/13	05/31/13	232.13	4.64	2.92	
Paid	11	12/01/11	11/30/11	239.90	4.80	0.06	484.61
Paid	11	05/31/12	05/31/12	239.85			

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Richland County Detail

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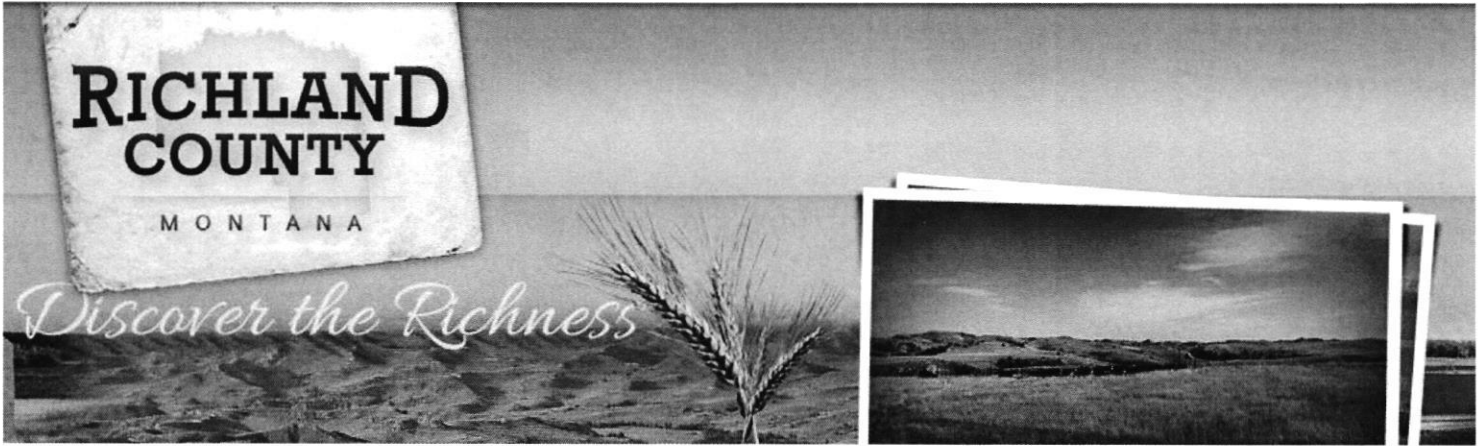
RICHLAND COUNTY
Richland County Treasurer
201 West Main
Sidney, MT 59270

Tax ID: 3518
Type:

Property Tax Query

Name & Address		TW	Rang	SC	Description				
A & C SOARING EAGLE TRUCKING INC		22N/54E	/03		Geo 3320-03-2-02-01-0000				
12365 COUNTY ROAD 319					N2NW AND W2SWNW				
LAMBERT MT 59243-9302		22N/54E	/04		Geo 3320-04-1-01-01-0000				
					ALL THAT PART NORTH OF HWY				
					200				
		22N/54E	/05						
					Geo 3320-05-1-01-01-0000				
					ALL THAT PT LYING N OF HWY				
					200				
		22N/54E	/07						
					Geo 3320-07-1-01-01-0000				
YR	Int	Date	Due date	Tax Amount	ALL	Penalty	Interest	Total	Year
Tax Due	21	11/08/21	11/30/21	757.26				1,514.45	
Tax Due	21	11/08/21	05/31/22	757.19					
Paid	20	11/30/20	11/30/20	791.95				1,634.57	
Tax Due	20	11/08/21	05/31/21	791.88	15.82	34.92			
Paid	19	12/02/19	12/02/19	791.82				1,638.83	
Paid	19	11/30/20	06/01/20	791.74	15.82	39.45			
Paid	18	11/26/18	11/30/18	809.94				1,619.83	
Paid	18	05/31/19	05/31/19	809.89					
Paid	17	11/30/17	11/30/17	687.78				1,394.67	
Paid	17	06/29/18	05/31/18	687.69	13.75	5.45			
Paid	16	11/30/16	11/30/16	557.11				1,138.86	
Paid	16	08/28/17	05/31/17	557.05	11.13	13.57			
Paid	15	12/07/15	11/30/15	565.56	11.30	1.09		1,143.47	
Paid	15	05/31/16	05/31/16	565.52					
Paid	14	11/26/14	12/01/14	537.58				1,086.01	
Paid	14	06/02/15	06/01/15	537.52	10.78	0.13			
Paid	13	11/26/13	12/02/13	519.05				1,038.05	
Paid	13	06/02/14	06/02/14	519.00					
Paid	12	12/06/12	11/30/12	532.28	10.64	0.85		1,093.33	
Paid	12	07/16/13	05/31/13	532.22	10.64	6.70			
Paid	11	12/01/11	11/30/11	553.43	11.08	0.14		1,118.05	
Paid	11	05/31/12	05/31/12	553.40					

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Richland County Detail

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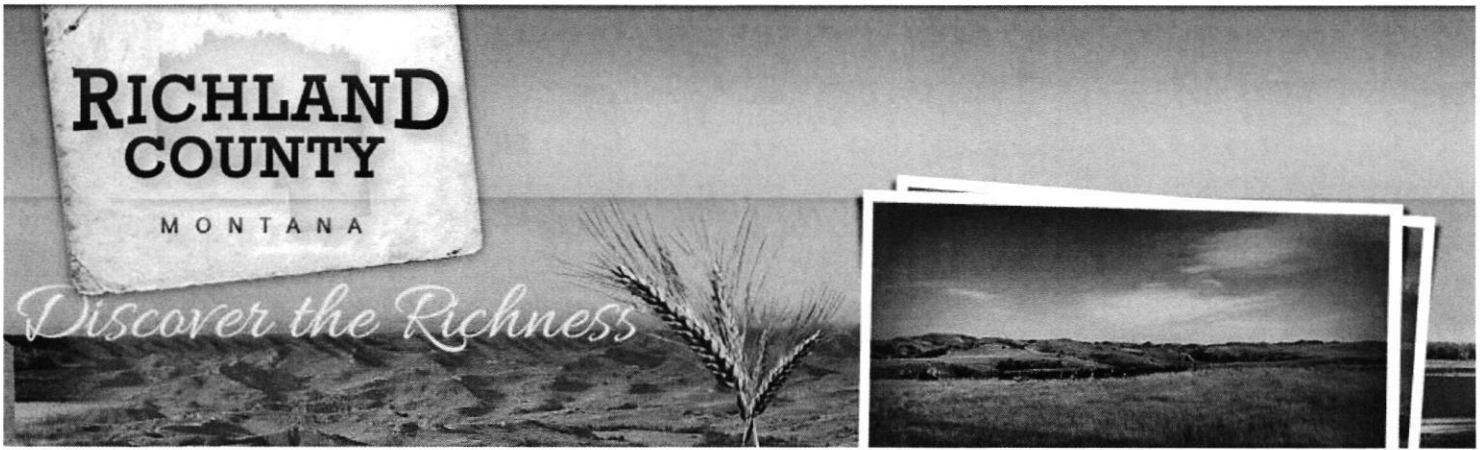
RICHLAND COUNTY
Richland County Treasurer
201 West Main
Sidney, MT 59270
Property Tax Query

Tax ID: 3519
Type:

Name & Address	TW Rang SC	Description
A & C SOARING EAGLE TRUCKING INC 12367 COUNTY ROAD 319 LAMBERT MT 59243-9302	22N/54E /18 Geo 3320-18-1-01-01-0000 23N/54E /33 Geo 3439-33-1-01-01-0000 ALL 23N/54E /34 Geo 3439-34-3-01-01-0000	NENE, S2NE, SENW AND SE4

YR	Int Date	Due date	Tax Amount	S1/2 LESS TR IN S/2SE/4 Penalty	Interest	Total Year
Tax Due	21 11/08/21	11/30/21	504.80			1,009.54
Tax Due	21 11/08/21	05/31/22	504.74			
Paid	20 11/30/20	11/30/20	515.73			1,064.45
Tax Due	20 11/08/21	05/31/21	515.68	10.33	22.71	
Paid	19 12/02/19	12/02/19	515.65			1,067.24
Paid	19 11/30/20	06/01/20	515.58	10.32	25.69	
Paid	18 11/26/18	11/30/18	521.96			1,043.89
Paid	18 05/31/19	05/31/19	521.93			
Paid	17 11/30/17	11/30/17	443.22			898.78
Paid	17 06/29/18	05/31/18	443.18	8.87	3.51	
Paid	16 11/30/16	11/30/16	354.67			725.03
Paid	16 08/28/17	05/31/17	354.60	7.10	8.66	
Paid	15 12/07/15	11/30/15	360.05	7.21	0.69	727.94
Paid	15 05/31/16	05/31/16	359.99			
Paid	14 11/26/14	12/01/14	382.60			772.88
Paid	14 06/02/15	06/01/15	382.55	7.64	0.09	
Paid	13 11/26/13	12/02/13	366.78			733.50
Paid	13 06/02/14	06/02/14	366.72			
Paid	12 12/06/12	11/30/12	373.62	7.47	0.61	767.44
Paid	12 07/16/13	05/31/13	373.56	7.47	4.71	
Paid	11 12/01/11	11/30/11	385.77	7.72	0.09	779.31
Paid	11 05/31/12	05/31/12	385.73			

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11/08/21
16:01:27

RICHLAND COUNTY
 Richland County Treasurer
 201 West Main
 Sidney, MT 59270
 Property Tax Query

Tax ID: 6706
 Type:

Name & Address	TW Rang SC	Description

A & C SOARING EAGLE TRUCKING INC	22N/54E /06	
12365 COUNTY ROAD 319	Geo 3320-06-2-01-01-0000	
LAMBERT MT 59243-9302	W2	

	YR	Int Date	Due date	Tax Amount	Penalty	Interest	Total Year

Tax Due	21	11/08/21	11/30/21	208.91			417.78
Tax Due	21	11/08/21	05/31/22	208.87			
Paid	20	11/30/20	11/30/20	218.25			450.40
Tax Due	20	11/08/21	05/31/21	218.20	4.35	9.60	
Paid	19	12/02/19	12/02/19	218.21			451.61
Paid	19	11/30/20	06/01/20	218.17	4.35	10.88	
Paid	18	11/26/18	11/30/18	224.40			448.74
Paid	18	05/31/19	05/31/19	224.34			
Paid	17	11/30/17	11/30/17	190.55			386.39
Paid	17	06/29/18	05/31/18	190.51	3.81	1.52	
Paid	16	11/30/16	11/30/16	150.33			307.28
Paid	16	08/28/17	05/31/17	150.29	3.01	3.65	
Paid	15	12/07/15	11/30/15	152.62	3.05	0.29	308.53
Paid	15	05/31/16	05/31/16	152.57			
Paid	14	11/26/14	12/01/14	148.88			300.75
Paid	14	06/02/15	06/01/15	148.86	2.98	0.03	
Paid	13	11/26/13	12/02/13	143.71			287.37
Paid	13	06/02/14	06/02/14	143.66			
Paid	12	12/06/12	11/30/12	147.32	2.95	0.24	302.59
Paid	12	07/16/13	05/31/13	147.27	2.95	1.86	
Paid	11	12/01/11	11/30/11	153.15	3.06	0.03	309.37
Paid	11	05/31/12	05/31/12	153.13			

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555747 BOOK: 224 MORTGAGE PAGE: 645 Pages: 14

STATE OF MONTANA RICHLAND COUNTY

RECORDED: 05/13/2010 3:51 KOI: MORTGAGE

PENNI D. LEWIS CLERK AND RECORDER

FEE: \$98.00

BY: *Rena Young*

TO: RABO AGRIFINANCE, INC. PO BOX 411995, ST. LOUIS, MISSOURI

RETURN RECORDED DOCUMENT TO:
RABO AGRIFINANCE, INC.
P.O. BOX 411995
ST. LOUIS, MISSOURI 63141

MONTANA MORTGAGE

Loan 10054400/srs

R59059

MONTANA MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made the 11th day of MAY, 2010, between A & C SOARING EAGLE TRUCKING, INC.: whose state of incorporation/organization is MONTANA, and whose chief executive office is 12365 Country Road 319; Lambert, MT 59243, and all other persons executing this Mortgage, hereinafter called the "Mortgagor," and RABOBANK, N.A. ("RNA"), whose address is P.O. Box 1845, El Centro, California 92244; RABO AGRIFINANCE, INC., a corporation organized and existing under the laws of Delaware ("RAF"), whose address is P.O. Box 411995, St. Louis, Missouri 63141; and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank Nederland" ("RN"), whose address is 245 Park Avenue, New York, New York 10167 (RAF, RNA and RN, unless otherwise indicated, together with their successors and assigns, are hereinafter, individually or collectively, referred to as "Mortgagee") and RAF as collateral agent (the "Collateral Agent") for the Mortgagee.

WITNESSETH, that the Mortgagor, for the purpose of securing the debt hereinafter referred to, with interest thereon, along with (1) payment of the entire indebtedness and other obligations evidenced by the following promissory note(s), and/or guaranty(s) executed by Mortgagor to the applicable Mortgagee or order and all modifications, amendments, replacements, substitutions, extensions and renewals thereof along with any and all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions:

[] The following additional new or existing Promissory Notes:

- Note dated _____ in the stated principal amount of _____ Dollars
- Note dated _____ in the stated principal amount of _____ Dollars

MM M
Initials *C M*

[] A guaranty or guaranties dated as of _____, guaranteeing the indebtedness of the borrowers as defined in the guaranty or guaranties.

(2) the payment of such additional loans or advances and such other debts, obligations and liabilities of every kind and character, of Mortgagor or the maker of the Note, evidenced by a promissory note, guaranty or otherwise, whether one or more, now existing or arising in the future, in favor of the applicable Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to the applicable Mortgagee or any other person; PROVIDED HOWEVER, THAT, such other additional loans, advances, debts, obligations and liabilities shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such shall recite that it is to be secured by this Mortgage; and provided, however, if the Property includes Mortgagor's principal dwelling or is otherwise a one to four family dwelling, the Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for personal, family or household purposes; (3) the payment of any substitute notes, renewals, reamortizations, conversion agreements and extensions of all indebtedness secured by this Mortgage; (4) payment and performance of each agreement of Mortgagor in this Mortgage; (5) payment of all sums expended or advanced by Collateral Agent or Mortgagee to protect the security of this Mortgage, said real property or said collateral, with interest thereon at the rate per annum after default or maturity set forth in said Promissory Note or any Credit Agreement (as hereinafter defined); and (6) all obligations as defined in or provided for in any Credit Agreement, and in consideration of the indebtedness, does by these presents grant, bargain, sell, convey, warrant, confirm and mortgage unto the Collateral Agent for the benefit of Mortgagee, and their successors and assigns the following described real estate (the "Real Estate") situated in RICHLAND COUNTY, MONTANA, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

conditioned, however, that if the Mortgagor shall pay to the Mortgagee, the sum of ONE MILLION AND NO/100 Dollars (\$1,000,000.00), with interest according to the terms of a promissory note bearing even date herewith, said note being executed by A & C SOARING EAGLE TRUCKING, INC., MONA M. MULLIN, AKA MONA MULLIN, AND CLINTON R. MULLIN, JR., AKA CLINTON MULLIN, JR. and maturing March 1, 2025, subject to acceleration of maturity as provided therein and herein, or any credit agreement or similar document between Mortgagor and Mortgagee (the "Credit Agreement"), together with all other indebtedness secured hereby, including any notes and/or guaranties described above (collectively referred to as said "Note") and shall perform all the other terms, covenants and conditions contained in said Note, Credit Agreement and this Mortgage, then these presents to be void and to be released by the Collateral Agent or Mortgagee at the expense of the Mortgagor, otherwise to be and remain in full force and effect.

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, and drainage rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment,

MMM
Initials CM

EXHIBIT A

DESCRIPTION OF THE REAL ESTATE

TRACT 1:

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.P.M.

- Section 3: Lots 3, 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, LESS AND EXCEPT a tract of land conveyed to the State of Montana for the benefit and use of its State Highway Commission, containing 1.56 acres, more or less, more particularly described in Book A-81, Page 5.
- Section 4: Lots 1, 2, 3, 4 and all that part of the S $\frac{1}{2}$ N $\frac{1}{2}$ lying North of the right of way of Montana State Highway No. 200.
- Section 5: All that part lying North of the right of way of Montana State Highway No. 200.
- Section 7: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$
- Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$

TOWNSHIP 23 NORTH, RANGE 54 EAST, M.P.M.

- Section 33: All
- Section 34: S $\frac{1}{2}$, LESS AND EXCEPT a tract of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34, deeded to Richland County for road purposes, more particularly described in Book A-4, Page 645.

TRACT 2:

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.P.M.

- Section 6: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1.
- Section 8: All

TRACT 3:

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.P.M.

Section 6: E $\frac{1}{2}$, LESS AND EXCEPT a strip of land in the E $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{2}$ NE $\frac{1}{4}$ conveyed to Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 178. FURTHER EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1.

TOWNSHIP 23 NORTH, RANGE 54 EAST, M.P.M.

Section 31: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, LESS AND EXCEPT that portion lying East of the following described line, to-wit: Beginning at the Southeast corner of said Section, thence North 25° 21' West 2034 feet, thence North 18° 47' West 823 feet, thence North 1° 19' West 50 feet, more or less, to the North line of said 320 acre subdivision, EXCEPTING ALSO, all that portion thereof lying North of the following described line, to-wit: Beginning at a point on the North Line of said Subdivision that lies 800 feet East of the West Quarter corner of said Section, thence South 57° East 400 feet, thence North 73° 30' East 770 feet, more or less, to the North Line of said subdivision. FURTHER EXCEPTING THEREFROM a strip of land in the SW $\frac{1}{4}$, SW $\frac{1}{2}$ SE $\frac{1}{4}$ conveyed to Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 392.

TRACT 4:

TOWNSHIP 23 NORTH, RANGE 53 EAST, M.P.M.

Section 36: S $\frac{1}{2}$ NW $\frac{1}{4}$, LESS AND EXCEPT the Abandonment Townsite of Lane, Richland County, Montana, more particularly described in Book E-86, Page 228; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for road purposes, containing 1.82 acres, more or less, and more particularly described in Book A-5, Page 563; ALSO EXCEPTING a strip of land conveyed to Montana Eastern Railway Company, a corporation, more particularly described in Book A-10, Page 252; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for a county road, more particularly described in Book A-21, Page 155.

TRACT 5:

TOWNSHIP 23 NORTH, RANGE 53 EAST, M.P.M.

Section 36: N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$, LESS AND EXCEPT tracts of land conveyed to Richland County, Montana for a public roadway, more particularly described in Book A-5, Page 563, FURTHER EXCEPTING a tract of land in the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 36, T23NR53E deeded to State Highway Commission of Montana for a right of way for a state highway, more particularly described in Book A-81, Page 111. FURTHER EXCEPTING THEREFROM a tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$, containing 9.52 acres, more or less, conveyed to the Great Northern Railway Company and more particularly described in Book A-34, Page 626.

STATE OF MONTANA RICHLAND COUNTY

RECORDED: 10/15/2020 3:49 KOI: LIS PENDEN

STEPHANIE VERHASSELT CLERK AND RECORDER

FEE: \$21.00

BY: Megan Weber

TO: ALAN C BRYAN CROWLEY FLECK PLLP, PO BOX 2529, BILLINGS, MT

ALAN C. BRYAN
Crowley Fleck PLLP
490 North 31st Street
P. O. Box 2529
Billings, MT 59103-2529
Telephone 406-255-7258
Fax 406-259-4159
Attorneys for Plaintiff

MONTANA SEVENTH JUDICIAL DISTRICT COURT – RICHLAND COUNTY

RABO AGRIFINANCE, INC. and
COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A.,

Plaintiffs,

vs.

A & C SOARING EAGLE TRUCKING, INC, a
Montana corporation, CLINTON R. MULLIN, JR.,
a/k/a CLINTON MULLIN, JR., WESTERN
EQUIPMENT FINANCE, INC., NORTANA GRAIN
CO., and RICHARD S. TWETE,

Defendants.

Cause No. DN -20-88

LIS PENDENS

The Plaintiffs give notice that they have instituted this action to foreclose the following mortgage from Defendant A & C Soaring Eagle Trucking, Inc. as mortgagor, to Plaintiff, as mortgagee:

1. A mortgage dated May 11, 2010, which was recorded May 13, 2010, under Doc. No. 555747 in the records of the Clerk and Recorder of Richland County (the "Mortgage"). The

Mortgage encumbers real property located in Richland County and described on Exhibit A attached hereto.

2. The further object of this action is to foreclose and bar the rights of the Defendants, and all persons claiming by, through, or under them, in and to the real property that the Mortgage encumbers.

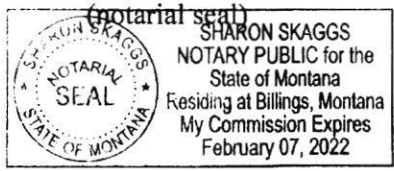
Dated October 9, 2020.

CROWLEY FLECK P.L.L.P.

By [Signature]
Alan C. Bryan
P. O. Box 2529
Billings, MT 59103-2529
Attorneys for RABO AGRIFINANCE, INC.

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

This instrument was acknowledged before me on October 9, 2020, by Alan C. Bryan.



[Signature]
Notary Public for the State of Montana

REAL PROPERTY DESCRIPTION

Township 23 North, Range 53 East of the M.P.M.

Section 36: S $\frac{1}{2}$ NW $\frac{1}{4}$ LESS and EXCEPT the Abandonment Townsite of Lane, Richland County, Montana more particularly described in Book E-86, page 228; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana for road purposes, containing 1.82 acres, more or less and more particularly described in Book A-5, page 563; ALSO EXCEPTING a strip of land conveyed to MONTANA Eastern Railway Company, a corporation, more particularly described in Book A-10, page 252, ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for a county road, more particularly described in Book A-21, page 155
AND

N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$, LESS and EXCEPT tracts of land conveyed to Richland County, Montana for a public roadway, more particularly described in Book A-5, page 563, FURTHER EXCEPTING a tract of land in the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 36, T23N, R53E deeded to the State Highway Commission of Montana for a right of way for a state highway, more particularly described in Book A-81, page 111, FURTHER EXCEPTING THEREFROM a tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ containing 9.52 acres, more or less, conveyed to the Great Northern Railway Company and more particularly described in Book A-34, page 626.

Township 22 North, Range 54 East of the M.P.M.

Section 3: Lots 3, 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, less and except a tract of land conveyed to the State of Montana for the benefit and use of its State Highway Commission, containing 1.58 acres, more or less, more particularly described in Book A-81, page 5.

Section 4: Lots 1, 2, 3, 4, and all that part of the S $\frac{1}{2}$ N $\frac{1}{2}$ lying north of the Right of Way of Montana State Highway No. 200.

Section 5: All that part lying North of the Right of Way of Montana State Highway No. 200

Section 7: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$

Township 22 North, Range 54 East of the M.P.M.

Section 6: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1

AND

E $\frac{1}{2}$, LESS AND EXCEPT a strip of land in the E $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ conveyed to Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 178. FURTHER EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1.

Section 8: ALL

Township 23 North, Range 54 East of the M.P.M.

Section 31: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, except that portion lying east of the following described line, to-wit: Beginning at the SE corner of said section, thence North 25°21' west 2,034 feet; thence north 18°47' west 823 feet; thence north 1°19' west 50 feet, more or less, to the north line of said 320 acres subdivision. EXCEPTING ALSO, all that portion thereof lying north of the following described line, to wit: Beginning at a point on the north line of said subdivision, that lies 800 feet east of the W $\frac{1}{4}$ quarter corner of said section, thence south 57° east 400 feet; thence north 73°30' east 770 feet, more or less, to the north line of said subdivision. FURTHER EXCEPTING THEREFROM a strip of land in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ conveyed to the Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 392

Section 33: ALL

Section 34: S $\frac{1}{2}$, LESS and EXCEPT a tract of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34, deeded to Richland County For road purposes, more particularly described in Book A-4, Page 545.



608829 BOOK: 446 MISC REC PAGE: 727 Pages: 3
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 11/09/2020 1:42 KOI: LIS PENDEN
STEPHANIE VERHASSELT CLERK AND RECORDER
FEE: \$21.00 BY: *Stephanie Verhasselt*
TO: CROWLEY FLECK, PLLP PO BOX 2529 BILLINGS, MT 59103-2529

ALAN C. BRYAN, MT Bar No. 4501
Crowley Fleck PLLP
490 North 31st Street
P. O. Box 2529
Billings, MT 59103-2529
Telephone 406-255-7258
Fax 406-259-4159
Attorneys for Plaintiff

MONTANA SEVENTH JUDICIAL DISTRICT COURT – RICHLAND COUNTY

<p>RABO AGRIFINANCE, INC. and COOPERATIEVE CENTRALE RAIFFEISEN- BOERENLEENBANK B.A.,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>A & C SOARING EAGLE TRUCKING, INC, a Montana corporation, CLINTON R. MULLIN, JR., a/k/a CLINTON MULLIN, JR., WESTERN EQUIPMENT FINANCE, INC., NORTANA GRAIN CO., RICHARD S. TWETE, and GARY S. DESCHENES,</p> <p style="text-align: center;">Defendants.</p>	<p>Cause No. DV-20-88</p> <p style="text-align: center;">LIS PENDENS</p>
--	---

The Plaintiffs give notice that they have instituted this action to foreclose the following mortgage from Defendant A & C Soaring Eagle Trucking, Inc. as mortgagor, to Plaintiff, as mortgagee:

1. A mortgage dated May 11, 2010, which was recorded May 13, 2010, under Doc. No. 555747 in the records of the Clerk and Recorder of Richland County (the "Mortgage"). The

EXHIBIT A
Real Property Description

Township 23 North, Range 53 East of the M.P.M.

Section 36: S $\frac{1}{2}$ NW $\frac{1}{4}$ LESS and EXCEPT the Abandonment Townsite of Lane, Richland County, Montana more particularly described in Book E-86, page 228; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana for road purposes, containing 1.82 acres, more or less and more particularly described in Book A-5, page 563; ALSO EXCEPTING a strip of land conveyed to MONTANA Eastern Railway Company, a corporation, more particularly described in Book A-10, page 252, ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for a county road, more particularly described in Book A-21, page 155

AND

N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$, LESS and EXCEPT tracts of land conveyed to Richland County, Montana for a public roadway, more particularly described in Book A-5, page 563, FURTHER EXCEPTING a tract of land in the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 36, T23N, R53E deeded to the State Highway Commission of Montana for a right of way for a state highway, more particularly described in Book A-81, page 111, FURTHER EXCEPTING THEREFROM a tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ containing 9.52 acres, more or less, conveyed to the Great Northern Railway Company and more particularly described in Book A-34, page 626.

Township 22 North, Range 54 East of the M.P.M.

Section 3: Lots 3, 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, less and except a tract of land conveyed to the State of Montana for the benefit and use of its State Highway Commission, containing 1.56 acres, more or less, more particularly described in Book A-81, page 5.

Section 4: Lots 1, 2, 3, 4, and all that part of the S $\frac{1}{2}$ N $\frac{1}{2}$ lying north of the Right of Way of Montana State Highway No. 200.

Section 5: All that part lying North of the Right of Way of Montana State Highway No. 200

Section 7: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$

Township 22 North, Range 54 East of the M.P.M.

Section 6: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1

AND

E $\frac{1}{2}$, LESS AND EXCEPT a strip of land in the E $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ conveyed to Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 178. FURTHER EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1.

Section 8: ALL

Township 23 North, Range 54 East of the M.P.M.

Section 31: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, except that portion lying east of the following described line, to-wit: Beginning at the SE corner of said section, thence North 25°21' west 2,034 feet; thence north 18°47' west 823 feet; thence north 1°19' west 50 feet, more or less, to the north line of said 320 acres subdivision. EXCEPTING ALSO, all that portion thereof lying north of the following described line, to wit: Beginning at a point on the north line of said subdivision, that lies 800 feet east of the W $\frac{1}{4}$ quarter corner of said section, thence south 57° east 400 feet; thence north 73°30' east 770 feet, more or less, to the north line of said subdivision. FURTHER EXCEPTING THEREFROM a strip of land in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ conveyed to the Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 392

Section 33: ALL

Section 34: S $\frac{1}{2}$, LESS and EXCEPT a tract of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34, deeded to Richland County For road purposes, more particularly described in Book A-4, Page 545.

Deed Reference: A147/201

UCC FINANCING STATEMENT

UCC# 22252

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Laurie Evans 800-264-1095

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Farm Credit Services of ND
PO Box 1167
Williston, ND 58802-1167

563996 MISC FILE Pages: 1
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 05/27/2011 3:19 KOI: UCC
STEPHANIE VERHASSELT CLERK AND RECORDER
FEE: \$7.00 BY: *Renee Young*
TO:

Env # 1120
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME A&C SOARING EAGLE TRUCKING, INC				
OR				
1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 12365 COUNTY RD 319				
CITY LAMBERT		STATE MT	POSTAL CODE 59243	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u> 81-0485989	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION BUSINESS	1f. JURISDICTION OF ORGANIZATION MONTANA	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS				
CITY		STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME FARM CREDIT SERVICES OF ND				
OR				
3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS PO BOX 1167				
CITY WILLISTON		STATE ND	POSTAL CODE 58802-1167	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Purchase money security interest in: 1) 2011 Versatile SP Sprayer S/N 1043

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE)		Optional		All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

607166 BOOK: 302 MORTGAGE PAGE: 592 Pages: 4

STATE OF MONTANA RICHLAND COUNTY

RECORDED: 06/09/2020 1:34 KOI: MORTGAGE

STEPHANIE VERHASSELT CLERK AND RECORDER

FEE: \$28.00

BY: Candice Lister

TO: GARY S DESCHENES DESCHENES & ASSOCIATES LAW OFFICES, PO BOX

Return to:

Gary S. Deschenes

DESCHENES & ASSOCIATES LAW OFFICES

P.O. Box 3466

Great Falls, MT 59403-3466

MORTGAGE

THIS MORTGAGE, made and entered into this 9TH day of JUNE, 2020, by and between **A & C SOARING EAGLE TRUCKING, INC.**, a Montana corporation, with principal offices located at 12365 County Road 319, Lambert, Montana 59243, MORTGAGOR, and **GARY S. DESCHENES**, of PO Box 3466, Great Falls, Montana 59403, MORTGAGEE.

WITNESSETH: That said Mortgagor, for and in consideration of the sum of Ten Dollars and other valuable consideration (\$10.00 OVC) in hand paid by said Mortgagee, the receipt of which is hereby acknowledged, does hereby mortgage and confirm unto the said Mortgagee, his heirs, executors, administrators, and assigns forever, the hereinafter described real property, situate, lying and being in the County of Richland, State of Montana,

See Exhibit "A" attached hereto

Together with all and singular the tenements, hereditaments, appurtenances, easements, water and all other rights belonging or in anywise appertaining thereto, unto the said Mortgagee, and his heirs and assigns.

The said Mortgagor represents to and covenants with the said Mortgagee and his heirs and assigns that it will warrant and defend said premises against the lawful claims of all persons whomsoever, and the said Mortgagor hereby relinquishes all right of dower and all right of homestead, accruing or to accrue, in and to all of said premises, and the said Mortgagor hereby covenants with the said Mortgagee that it is lawfully "seized" and in possession of said premises and the same is free from all encumbrances excepting those of record.

Provided always that these presents are upon the express condition that if said Mortgagor, its successors and assigns shall pay or cause to be paid to the said Mortgagee, and his heirs and assigns, the full sum of Eighty-Nine Thousand Forty-Two and 52/100 Dollars (\$89,042.53), plus accruing fees and costs, according to the tenor and effect of that certain demand promissory note or obligation secured hereby. A copy of said note or obligation being as follows: See copy of note attached hereto.

It is hereby agreed that if the Mortgagor or maker or makers of the obligation secured by this indenture shall fail to pay the principal or any interest as the same becomes due, or any taxes or assessments or insurance as required, or otherwise fail to comply with any or all of the conditions of this mortgage, then all of said debt secured hereby shall become due and collectible, and all rents and profits of said property shall then immediately accrue to the benefit of the said Mortgagee; and this Mortgage may be foreclosed for the full amount, together with costs, taxes, insurance, cost of abstract title, attorney's fees, and any and all other sums advanced or expense incurred on account of the said Mortgagor; for whatever purpose, and any and all advances shall draw interest at the rate of six percent (6%) per annum, and be liens under this indenture.

A release of this Mortgage is to be made at the expense of the Mortgagor, on full payment of indebtedness secured thereby.

IT WITNESS WHEREOF, the said Mortgagor has hereunto set its hand and seal the day and year first above written.

A & C SOARING EAGLE TRUCKING, INC.

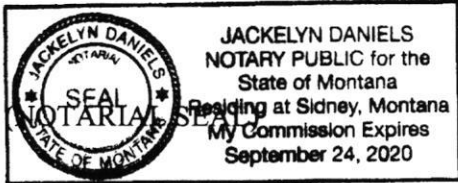
BY: Clinton R. Mullin, Jr.
Clinton R. Mullin, Jr., President

BY: Zachary Mullin
Zachary R. J. Mullin, Officer and Shareholder

STATE OF MONTANA)
County of Richland) : ss
June 10

On this 9 day of ~~March~~, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **CLINTON R. MULLIN, JR. AND ZACHARY RAY JAMES MULLIN**, known to me to be Officers of **A & C SOARING EAGLE TRUCKING, INC.**, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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



Jackelyn Daniels
Printed Name: JACKELYN DANIELS
Notary Public for the State of Montana
Residing at Sidney, Montana
My commission expires: 9/24/2020

EXHIBIT A

DESCRIPTION OF THE REAL ESTATE

TRACT 1:

TOWNSHIP 22 NORTH, RANGE 64 EAST, M.P.M.

- Section 3:** Lots 3, 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, LESS AND EXCEPT a tract of land conveyed to the State of Montana for the benefit and use of its State Highway Commission, containing 1.66 acres, more or less, more particularly described in Book A-81, Page 5.
- Section 4:** Lots 1, 2, 3, 4 and all that part of the S $\frac{1}{2}$ N $\frac{1}{2}$ lying North of the right of way of Montana State Highway No. 200.
- Section 5:** All that part lying North of the right of way of Montana State Highway No. 200.
- Section 7:** Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$.
- Section 18:** E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$

TOWNSHIP 23 NORTH, RANGE 64 EAST, M.P.M.

- Section 33:** All
- Section 34:** S $\frac{1}{2}$, LESS AND EXCEPT a tract of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34, deeded to Richland County for road purposes, more particularly described in Book A-4, Page 646.

TRACT 2:

TOWNSHIP 22 NORTH, RANGE 64 EAST, M.P.M.

- Section 6:** Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1.
- Section 8:** All

TRACT 3:

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.P.M.

Section 6: E $\frac{1}{2}$, LESS AND EXCEPT a strip of land in the E $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{2}$ NE $\frac{1}{4}$ conveyed to Montana Eastern Railway Company by Warranty Deed recorded in Book A-8, Page 178. FURTHER EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$ conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded in Book A-81, Page 1.

TOWNSHIP 23 NORTH, RANGE 54 EAST, M.P.M.

Section 31: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, LESS AND EXCEPT that portion lying East of the following described line, to-wit: Beginning at the Southeast corner of said Section, thence North 25° 21' West 2034 feet, thence North 18° 47' West 823 feet, thence North 1° 19' West 50 feet, more or less, to the North line of said 320 acre subdivision, EXCEPTING ALSO, all that portion thereof lying North of the following described line, to-wit: Beginning at a point on the North Line of said Subdivision that lies 800 feet East of the West Quarter corner of said Section, thence South 57° East 400 feet, thence North 73° 30' East 770 feet, more or less, to the North Line of said subdivision. FURTHER EXCEPTING THEREFROM a strip of land in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ conveyed to Montana Eastern Railway Company by Warranty Deed recorded in Book A-6, Page 392.

TRACT 4:

TOWNSHIP 23 NORTH, RANGE 53 EAST, M.P.M.

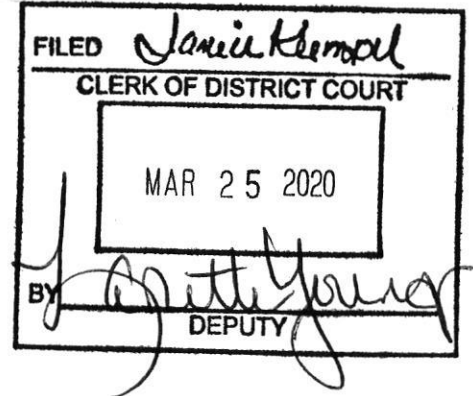
Section 36: S $\frac{1}{2}$ NW $\frac{1}{4}$, LESS AND EXCEPT the Abandonment Townsite of Lane, Richland County, Montana, more particularly described in Book E-86, Page 228; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for road purposes, containing 1.82 acres, more or less, and more particularly described in Book A-5, Page 563; ALSO EXCEPTING a strip of land conveyed to Montana Eastern Railway Company, a corporation, more particularly described in Book A-10, Page 252; ALSO EXCEPTING a tract of land conveyed to Richland County, Montana, for a county road, more particularly described in Book A-21, Page 155.

TRACT 5:

TOWNSHIP 23 NORTH, RANGE 53 EAST, M.P.M.

Section 36: N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$, LESS AND EXCEPT tracts of land conveyed to Richland County, Montana for a public roadway, more particularly described in Book A-5, Page 563, FURTHER EXCEPTING a tract of land in the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 36, T23NR53E deeded to State Highway Commission of Montana for a right of way for a state highway, more particularly described in Book A-81, Page 111. FURTHER EXCEPTING THEREFROM a tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$, containing 9.52 acres, more or less, conveyed to the Great Northern Railway Company and more particularly described in Book A-34, Page 826.

1 Laura Christoffersen
CHRISTOFFERSEN & KNIERIM, P.C.
2 212 Broadway
P.O. Box 650
3 Culbertson, Montana 59218
Telephone: (406) 787-5700
4 ATTORNEY FOR PLAINTIFF



7 MONTANA SEVENTH JUDICIAL DISTRICT COURT, RICHLAND COUNTY

9 NORTANA GRAIN CO., CAUSE No. DV-19-139

10 Plaintiff,

JUDGMENT

11 -vs-

12 A & C SOARING EAGLE, INC.,

13 Defendant.

15 Pursuant to the Stipulation filed herein, the Court enters
16 judgment against the Defendant, A & C SOARING EAGLE, INC., as
17 follows:

18 1. For the sum of \$85,810.97 together with accruing
19 interest from the date of May 22, 2017 at the legal rate of 7.75%
20 per annum, and costs in the amount of \$120 filing fee, Sheriff's
21 fee of \$65 and judgment fee of \$45 or total costs of \$230.

22 DATED this 25th day of March, 2020,
23 Katherine M. Bidigare
24 District Judge

25 **CERTIFICATE OF SERVICE**

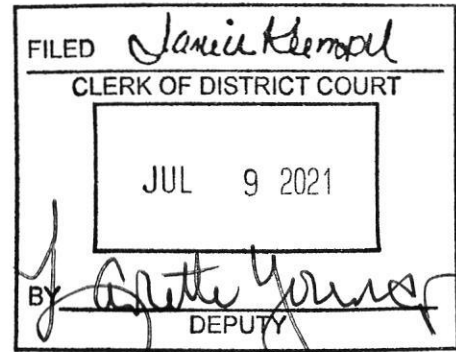
This is to certify that the foregoing was duly served by
prepaid mail upon hncd
26 this 24 day of March 2020
Clerk of District Court

BY J. Young
1-406-433-1709 Sidney, MT

BKZ, Pg. 2

7

CRAIG D. CHARLTON
 SCOTT CLEMENT
 SMITH LAW FIRM, P.C.
 26 West Sixth Avenue - PO Box 1691
 Helena, MT 59624
 (406) 449-8718 * (406) 449-3817 fax
 20200437
 collection@smithlawmt.com
 ATTORNEYS FOR PLAINTIFF



MONTANA SEVENTH JUDICIAL DISTRICT COURT, RICHLAND COUNTY

* * * * *

TCF EQUIPMENT FINANCE A DIVISION)	CAUSE NUMBER DV-19-146
OF CF NATIONAL BANK)	
)	Judge
Plaintiff)	
)	
-vs-)	WRIT OF EXECUTION
)	
CLINTON MULLIN)	

Defendant

* * * * *

THE STATE OF MONTANA, to the Sheriff or Levying Officer of Richland County,

Greeting:

WHEREAS, on February 19, 2020, Plaintiff recovered judgment in the above District Court of the Seventh Judicial District of the State of Montana, in and for the County of Richland, against Clinton Mullin, Defendant, as follows:

Original or Balance Due on Judgment in the amount of	\$118813.68
Together with interest at the rate of 18.0000%	\$1937.02
Costs and Disbursements accrued after judgment	\$47.50
Less Credits after judgment in the amount of	<u>\$-103991.61-</u>
Total sum due & owing at date of this execution	\$16806.59

as of March 9, 2021 plus interest accruing at the
rate of \$7.31 per day

Together with all costs of execution to satisfy the judgment out of the PERSONAL PROPERTY of the defendant NOT EXEMPT FROM EXECUTION.

NOW, You, the said Sheriff/Levying Officer, are hereby required to make the said sums due on the said judgment, with interest as aforesaid, and costs and accruing costs, to satisfy said judgment, out of the personal property of the said defendant, or if sufficient personal property of said defendant cannot be found, then out of the real property in your County belonging to said defendant, on the day whereon said judgment was docketed in the said County, to-wit, on February 19, 2020 or at any time thereafter; and make return of this Writ within one hundred twenty days after the receipt hereof, with what you have done endorsed thereon.

WITNESS: The Honorable , a Judge of the said Seventh Judicial District, of the State of Montana, at the Courthouse in the County of Richland.

ATTEST: My hand and the seal of said Court on 3/15/21.



Clerk of Court.

Janice Klempel

BY:

Laurel Molder
Deputy Clerk

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

MALCOLM H. GOODRICH
MAGGIE W. STEIN
GOODRICH & REELY, PLLC.
2812 FIRST AVE NORTH, SUITE 301
P. O. BOX 1899
BILLINGS, MT 59103-1899
TELEPHONE: (406) 256-3663
FAX: (406) 256-3660
Bar No. 2551
Bar No. 8149
Malcolm@goodrichreely.com
maggie@goodrichreely.com

FILED *Janice Kempel*
CLERK OF DISTRICT COURT
FEB 4 2021
BY *Lurel Nolden*
DEPUTY

ATTORNEYS FOR FARM CREDIT
SERVICES OF AMERICA, PCA

MONTANA SEVENTH JUDICIAL DISTRICT COURT,
RICHLAND COUNTY

FARM CREDIT SERVICES OF AMERICA,)
PCA, a corporation,)
) Plaintiff,)
) vs.)
))
A&C SOARING EAGLE TRUCKING, INC., a)
corporation; CLINTON RAY MULLIN, JR, an)
individual; FARM CREDIT SERVICES OF)
NORTH DAKOTA, PCA aka FARM CREDIT)
SERVICES OF ND.)
) Defendants.)

Cause No.: DV-42-2020-41

Hon. Katherine M. Bidegaray,
District Judge

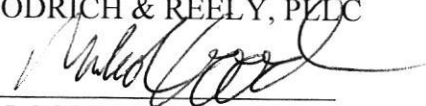
**NOTICE OF
ENTRY OF DEFAULT JUDGMENT**

Pursuant to Mont. R. Civ. P. 77(d), please be on notice that a Default Judgment was entered in the above-entitled action on January 20, 2021 in favor of Plaintiff Farm Credit Services of America, PCA; and against Defendants, A&C SOARING EAGLE

TRUCKING, INC., a corporation, and CLINTON RAY MULLIN, JR, an individual. A copy of the Default Judgment is attached to this Notice and served upon you.

Dated this 2 day of February, 2021.

GOODRICH & REELY, PLLC

By 
MALCOLM H. GOODRICH
P. O. Box 1899
Billings, MT 59103-1899
Attorneys for FCS

CERTIFICATE OF SERVICE

I hereby certify that on this 2 day of February, 2021, a true and correct copy of the foregoing pleading was served upon Defendants A&C SOARING EAGLE TRUCKING, INC., and CLINTON RAY MULLIN, JR in the following manner:

U.S. REGULAR MAIL
Clinton Ray Mullin, Jr.
12365 County Road 319
Lambert, MT 59243-9302

U.S. REGULAR MAIL
A & C Soaring Eagle Trucking, Inc.
12365 County Road 319
Lambert, MT 59243-9302

VIA EMAIL AND U.S. REGULAR MAIL
Joseph V. Womack
Chapter 7 Trustee
303 North Broadway, Ste 805
Billings, MT 59101
jwomack@jvwlaw.com



FILED *Jamie Kempal*
 CLERK OF DISTRICT COURT
 JAN 20 2021
 BY *[Signature]* DEPUTY

MONTANA SEVENTH JUDICIAL DISTRICT COURT
 RICHLAND COUNTY

FARM CREDIT SERVICES OF AMERICA,)
 PCA, a corporation,)
)
 Plaintiff,)

Cause No.: DV-42-2020-41

Hon. Katherine M. Bidegaray,
 District Judge

vs.

DEFAULT JUDGMENT

A&C SOARING EAGLE TRUCKING, INC., a)
 corporation; CLINTON RAY MULLIN, JR, an)
 individual; FARM CREDIT SERVICES OF)
 NORTH DAKOTA, PCA aka FARM CREDIT)
 SERVICES OF ND.)
)
 Defendants.)

Upon the Application for Entry of Default Judgment by the Plaintiff Farm Credit Services of America, PCA ("FCS") together with the supporting materials and affidavit submitted therewith, against the Defendants, A&C SOARING EAGLE TRUCKING, INC., a corporation; and CLINTON RAY MULLIN, JR, an individual, and after review of the same, together with the uncontested pleadings of Plaintiff, by the Court, and for good cause shown, the Court hereby finds and orders as follows:

FINDINGS OF FACT

1. Plaintiff FCS is a corporation which has its principal business address at 5015 S. 118th Street, Omaha, Nebraska 68137.
2. Defendant A & C Soaring Eagle Trucking, Inc. ("A&C") is a Montana corporation which has its principal business address at 12365 County Road 319, Lambert,

CERTIFICATE OF SERVICE

This is to certify that the foregoing was duly served by prepaid mail upon *Siddons* this *20* day of *Jan* 20 *21*
 Clerk of District Court
 BY *[Signature]*
 1-406-433-1709 Sidney, MT

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Montana 59243.

3. Defendant Clinton Ray Mullin ("Mullin"), (together with A&C, the "Mullin Parties") is an individual with an address at 12365 County Road 319, Lambert, Montana, 59243.

4. Defendant Farm Credit Services of North Dakota, PCA aka Farm Credit Services of ND is a corporation resident in the State of Montana ("FCSND"). FCSND may claim a lien against the subject Collateral but such lien is junior to that of FCS.

5. On or about March 3, 2017, the Mullin Parties executed and delivered to Tractor & Equipment Company, Inc. ("T&E") two Retail Installment Contract and Security Agreements (collectively, the "Contracts"). The Contracts created a purchase money security interest in a Lexion F540 Grain Platform Head Serial Number 044100839 and a Lexion P516 Grain Platform Head Serial Number 43341061 (collectively the "Collateral"). The Contracts were assigned to FCS by T&E on that same date. The contract for the F540 Grain Platform Head (the "F540 Contract") provided for a financed purchase price of \$19,158.81 with payment of the debt secured by the contract by three annual payments of \$6,386.27 each, beginning with a first payment thereof on January 1, 2018. The contract for the P516 Grain Platform Head (the "P516 Contract") provided for a financed purchase price of \$26,330.40, with payment of the debt secured by the Contract by three annual payments of \$8,776.80 each, beginning with a first payment thereof on January 1, 2018.

6. FCS has properly perfected its purchase money security interest in the Collateral by filing a UCC Financing Statement with the Montana Secretary of State.

7. Pursuant to the Contracts, an event of default shall occur if the Mullin Parties

fail to make the payments required under the Contracts. The Mullin Parties failed to make required annual payments under the Contracts.

8. By letters dated January 31, 2018, and March 27, 2018, FCS declared the balance due under the Contracts to be in default and, in accord with the Contracts, accelerated all indebtedness owed under the Contracts. As described within the acceleration notice, the total amount outstanding as of March 27, 2018 was \$44,765.24, which includes \$42,740.00 principal, \$1724.42 interest, and \$300.82 in fees. Interest accrues thereafter at the Contracts' required default rate of 15% per annum. By letter dated December 27, 2018, FCS declared the balance due under the Contract to be in default and, in accord with the Contract, accelerated all indebtedness owed under the Contract. As described within the Affidavit in Support of Default Judgment, the amount outstanding, as of January 8, 2021, was \$77,474.49, which included \$42,740.00 principal, \$18,909.17 interest and \$15,825.32 in fees and other costs.

9. Subsequent to such letters to the Mullin Parties, Clint Mullin filed for bankruptcy relief before the Montana Bankruptcy Court, such filing preventing action by FCS to recover its collateral or to receive payment for the outstanding obligations. Such bankruptcy was subsequently dismissed, and the automatic stay imposed by Section 362 of the Bankruptcy Code is not in place.

10. The Collateral has not been seized for collection of any tax, assessment, or fine, nor seized under an attachment or execution against FCS's property. In addition, FCS has duly performed all of its obligations under the Contract.

11. By reason of the Mullin Parties' default under the terms of the Contracts, FCS

is entitled to immediate possession of the Collateral secured by the Contract and hereby elects to repossess the same. To the extent that any or all of the Collateral is in the possession of any third party, such third party is not a bona fide purchaser for value and is not authorized or entitled to retain the Collateral or to claim an interest therein without paying FCS in full for the obligations secured thereby. Moreover, the retention of possession of the Collateral by any third party is without the consent of FCS as it has not authorized the sale, transfer or other disposition of its Collateral, thus, all of its Collateral remains subject to its lien. Therefore, FCS is entitled to recover possession of the Collateral from any third party holding the same or, if such possession not be surrendered, then it is entitled to payment of the obligations owed to it under the Loan Documents in full by any such party retaining possession of the Collateral.

12. Pursuant to law and the Loan Documents, FCS is entitled to foreclosure of its lien against its Collateral, to the sale of the same with application of the proceeds realized therefrom to the payment of the indebtedness owed to it, and to a judgment against the Mullin Parties, jointly and severally, for any deficiency which should remain on the indebtedness owed to FCS after the same.

13. Plaintiff and Defendant, FCSND, through counsel, stipulated to entry of judgment in favor of Plaintiff pursuant to that Stipulation for Entry of Judgment filed in this matter on December 21, 2020. Such Stipulation is incorporated by reference herein. Plaintiff and FCSND have security interests in the Collateral identified in Plaintiff's Complaint. Plaintiff's security interest in the Collateral is senior and superior to the interests of FCSND, and FCSND's interest is secondary thereto.

14. Pursuant to the Loan Documents, FCS is also entitled to reasonable attorney fees and costs of this action.

CONCLUSIONS OF LAW

15. Under the effect of 30-9A-601, MCA, after default, a secured party may reduce its claim to a judgment and foreclose its lien interest by available judicial procedures. Under the general law of Montana regarding a secured party's right to foreclose judicially, a creditor need only show that a debt exists from a defendant, that the debt is not paid and that the secured party filing the action holds the debt. First National Bank v. Quinta Land and Cattle Co., 779 P.2d 48, 50 (MT. 1989).

16. Based upon the Application for Entry of Default Judgment by FCS, together with supporting materials and affidavit submitted therewith, and after review of the same, together with the uncontested pleadings of FCS, by the Court, the Court hereby holds that FCS has met its burden for the foreclosure of its first position lien interest in its collateral and for a judgment against Defendants A&C SOARING EAGLE TRUCKING, INC., a corporation; and CLINTON RAY MULLIN, JR, an individual, for any deficiency remaining therefrom, including all costs of sale and the attorney fees and costs incurred by FCS in this action and for such sale and judgment, together with interest thereon at the judgment rate of fifteen (15%) percent.

**WHEREFORE, JUDGMENT IS HEREBY ENTERED AGAINST
DEFENDANTS A&C SOARING EAGLE TRUCKING, INC., a corporation;
CLINTON RAY MULLIN, JR, an individual; and FARM CREDIT SERVICES OF
NORTH DAKOTA, PCA aka FARM CREDIT SERVICES OF ND as follows:**

A. Judgment is entered in favor of FCS against Defendants A & C Soaring Eagle Trucking, Inc. and Clinton Ray Mullin for \$77,474.49 with per diem thereon from January 8, 2021, in the amount of \$17.56 until the entry date of the Judgment herein, with post-judgment interest on the Judgment Amount (defined below) thereon at the rate of 15% until the Judgment Amount is paid in full. Included in this amount are reasonable attorney fees and costs incurred in this action. FCS is further awarded reasonable attorney fees and costs in collection of all sums due under the Judgment herein (collectively all of the sums in this paragraph above are referred to as the "Judgment Amount");

B. Judgment is entered to the effect that the lien of FCS in the following collateral ("Collateral") is superior to any right, claim title or interest of Defendants A & C Soaring Eagle Trucking, Inc., Clinton Ray Mullin, and/or Farm Credit Services of North Dakota, PCA aka Farm Credit Services of ND:

- Lexion F540 Grain Platform Head Serial Number 044100839
- Lexion P516 Grain Platform Head Serial Number 43341061

C. Judgment is entered to the effect that Defendants and any other party in possession of the Collateral is to cooperate with FCS and the Sheriff of Richland County and/or the county in which the Collateral is located by turning over all Collateral in their possession or control to the Sheriff for the purpose of carrying out the terms of this Judgment.

D. Judgment that the FCS security agreements and liens created thereby referenced in the Findings of Fact above are foreclosed, that all junior liens and interests against the Collateral are inferior to the interests and rights of FCS, including any claim, lien or interest of Farm Credit Services of North Dakota, PCA aka Farm Credit Services of ND, and that a decree is hereby made for the sale of the Collateral which can be located by the

Sheriff of Richland County or any county in which the same may be located, and that said Collateral be sold by the Sheriff of Richland County or such county where the Collateral can be located, according to the law for the foreclosure of personal property security interests with FCS having priority claim in the same;

E. Judgment that the proceeds of the Sheriff sale of the Collateral be applied toward the satisfaction of the Judgment Amount due FCS by Defendants A & C Soaring Eagle Trucking, Inc. and Clinton Ray Mullin, together with all expenses of said sale;

F. Judgment that in the event there is a surplus of the net proceeds of sale of Collateral after paying Plaintiff's indebtedness, costs, and attorney's fees together with any expenses associated with re-taking, storing and selling the Collateral, said proceeds shall be deposited with the Court for determination and distribution to junior lienholders;

G. Judgment against Defendants A & C Soaring Eagle Trucking, Inc. and Clinton Ray Mullin, jointly and severally, for any deficiency in the payment of the Judgment Amount in full resulting from the sale of the Collateral by the Sheriff in accord with the above, together with attorney fees, costs and accruing interest;

H. That in the event that the Collateral of FCS is surrendered voluntarily by Defendants A & C Soaring Eagle Trucking, Inc. and Clinton Ray Mullin prior to judgment foreclosure execution sale, FCS will be entitled to proceed to exercise its UCC remedies in addition to any right permitted by the Court herein, reserving its right for a deficiency judgment against Defendants A & C Soaring Eagle Trucking, Inc. and Clinton Ray Mullin following any such UCC sale; and

I. Judgment granting FCS such other and further relief, including the granting of

a writ of assistance, as may be required for it to effectuate the terms of this Judgment.

Dated this 19th day of January 2021.

By Katherine M. Bidegaray
Hon. Katherine M. Bidegaray,
District Judge