



**604 S.14<sup>th</sup> Ave, Bozeman, MT 59715**

***Feature Sheet***

<b>Legal Description:</b>	NORMANDY AMEND (WEST SIDE ADD), S12, T02 S, R05 E, BLOCK 019, Lot 010
<b>Square Footage:</b>	956 square feet
<b>Bedrooms:</b>	2
<b>Bathrooms:</b>	1 Full
<b>Garage:</b>	Single car, detached
<b>Year Built:</b>	1947
<b>Water and Sewer:</b>	City services
<b>Heating System:</b>	Natural gas forced air, 2001
<b>Roof:</b>	Asphalt shingles, 2000
<b>Floors:</b>	Mixed carpet, linoleum

**Exterior:** Asbestos siding in excellent shape

**Taxes:** \$1673.37(2008)

**Lot Size:** 7620 square feet – large corner lot

**Zoning:** R-3 City Zoning

**Energy:** Electric- \$406 (2008)

Natural gas- \$799 (2008)

**Highlights:**

\* Charming bungalow on south side of town. Interior has been totally redone with new carpet, paint, appliances, furnace, windows and blinds. A gardener's dream with extensive landscaping, professionally designed with beautiful perennial flower beds, specimen trees, vegetable gardens and more. A fully fenced back yard with huge spruce trees provide a perfect barbecue area on this huge corner lot. This sweet two bedroom cottage is a great starter home in a quiet neighborhood convenient to MSU, downtown, etc.

\* Large corner lot with beautiful specimen trees including paper birches, beech tree (only one in Bozeman!), flowering crab, Korean mountain ash, three large spruce, and numerous perennial gardens.

\* Home updates have included: 2001 – new furnace, 2002 – new windows, 2003 – new hot water heater, 2004 new custom blinds in living room and master bedroom, 2006 – new gas range, fridge and washing machine, 2007 – new carpet, 2008 – re-wiring of electric outlets and new light fixtures.

- ***Property appraised for \$251,000 in January 2009!***

***OFFERED AT \$219,500***

**ALL FIELDS DETAIL**


<b>Mls #</b>	164362	<b>Bedrooms</b>	2
<b>Status</b>	Active	<b>Baths</b>	1
<b>Type</b>	Single Family Under 1Acre	<b>Lot Size</b>	Less 1 Acre
<b>Address</b>	604 S 14th Avenue	<b>Aprx. Sq</b>	0-1000
<b>City</b>	Bozeman	<b>Garage</b>	1 Detached
<b>State</b>	MT	<b>Horse</b>	Not Allowed
<b>Zip</b>	59715	<b>Water Amenity</b>	None
<b>Area</b>	Boz Main to Kagy 1SM	<b>Public Land Adjacent</b>	No
<b>Class</b>	Residential	<b>Levels</b>	Single Floor no Basement
<b>Asking Price</b>	\$219,500	<b>Log</b>	No
<b>Sale/Rent</b>	For Sale		
<b>IDX Include</b>	Yes		

**GENERAL**

<b>Input Date</b>	9/4/2009 7:16:00 AM	<b>Guest Quarters</b>	No
<b>Agent</b>	Chanelle L Zimmer - Cell: (406) 581-3855	<b>Listing Office 1</b>	The Collection Sotheby's International Realty - OFFICE: (406) 586-4408
<b>Exclusive Right to Sell</b>	Yes	<b>ExclusiveAgency</b>	No
<b>Subagency Offered</b>	No	<b>Selling Office Fee</b>	2.75
<b>For Sale Sign Placed</b>	Yes	<b>Dual or Variable Commissn</b>	No
<b>Legal</b>	NORMANDY AMEND (WEST SIDE ADD), S12, T02 S, R05 E, BLOCK 019, Lot 010	<b>Year Built</b>	1947
<b># Full Baths</b>	1	<b>Listing Date</b>	9/3/2009
<b>Expiration Date</b>	9/3/2010	<b>Subdiv.</b>	Normandy Amended
<b>Directions</b>	From Main Street, South on 11th, west on Dickerson. House is on corner of Dickerson and 14th.	<b>Zoning</b>	y
<b>Modular Construction</b>	No	<b>Approx SqFt</b>	956
<b>Price per SqFt</b>	229.60	<b>Est SqFt Finished</b>	956
<b>Est SqFt Total</b>	956	<b>Apx SqFt Main</b>	956
<b>Apx SqFt Upper</b>	0	<b>Apx SqFt Lower</b>	0
<b>Parcel Tax ID #</b>	000RGH2076	<b>Owner Name</b>	Eilers
<b>Occupant Name</b>	Eilers	<b>Exceptions</b>	Garden shade boxes
<b>Apx Lot Sz - SqFt</b>	7620	<b>Associated Document Count</b>	0
<b>Showing Instructions</b>	24 hours notice please (family with baby!). Call LA for appt. On lockbox.	<b>Realtor.com</b>	Transmit
<b>Original Price</b>	\$219,500	<b>Cumulative DOM</b>	1
<b>Cumulative DOMLS</b>	0	<b>Certified Green Building</b>	No
<b>VOW Include</b>	Yes	<b>VOW Address</b>	Yes
<b>VOW Comment</b>	Yes	<b>VOW AVM</b>	Yes
<b>Update Date</b>	9/4/2009	<b>Days On Market</b>	1

**FEATURES**

<b>Carpet</b>	<b>Heating/Cooling</b>	<b>Style</b>	<b>Main Level</b>
Partial	Forced Air	Bungalow	2 Bedrooms
<b>Square Footage Source</b>	<b>Roof</b>	<b>Interior</b>	Kitchen
Classification&Appraisal	Asphalt	New Floor Covering	Dining Area
<b>Appliances</b>	<b>Yard</b>	Window Coverings	Living Room
Range	Lawn	<b>Exterior</b>	1 Full Bath
Refrigerator	Landscape	Asbestos	Laundry Room
Washer	<b>Fencing</b>		
Dryer	Partial		
	Back		

**FINANCIAL**

<b>Apx Tax \$</b>	1673.37	<b>Tax Year</b>	2008
<b>Assoc.Fe</b>	0	<b>Lockbox</b>	Yes
<b>Lockbox Auth</b>	Yes	<b>Terms Offered</b>	Cash or new financing

**AGENT INFORMATION**

2001-new furnace. 2002-new windows. 2003 New hot water heater. 2004 - new custom blinds in LR and BR. 2006 - new gas range, fridge, washing machine. 2007 -new carpet. 2008 - new wiring for outlets and new light fixtures. PROPERTY APPRAISED FOR \$251K IN JAN 2009!

## PUBLIC INFORMATION

Charming bungalow on south side of town. Interior has been totally redone with new carpet, paint, appliances, furnace, windows and blinds. A gardener's dream with extensive landscaping, professionally designed with beautiful perennial flower beds, specimen trees, vegetable gardens and more. A fully fenced back yard with huge spruce trees provide a perfect barbecue area on this huge corner lot. This sweet two bedroom cottage is a great starter home in a quiet neighborhood convenient to MSU, downtown, etc.

## ADDITIONAL PICTURES



## DISCLAIMER

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**4150 Valley Commons Drive, Ste A., Bozeman, MT 59718  
Phone (406)586-1978, Fax (406)587-7804**

Prepared Exclusively for:

**Chanelle Zimmer  
The Collection Sotheby's  
106 E. Babcock, Ste B  
Bozeman, MT 59715**

Date: **September 03, 2009**

Property Profile No.: **312159-BZ**

Last Grantee of Record: **Sarah Eilers and Stephen Eilers**

Address (if of record): **604 South 14th Avenue, Bozeman, MT 59715**

Legal Description: **Lot 10 in Block 19 of Normandy Rearrangement of Blocks 11 to 14 inclusive, and 19 to 22 inclusive, of the West Side Addition to Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.**

**Attachments:**

X Deed  
X Deed(s) of Trust or Mortgage(s)  
X Plat Map  
X Tax Information  
NA CC&R's

Insured Titles appreciates your business. If we can be of further assistance please contact, **Alida Henning** at **(406)586-1978**.

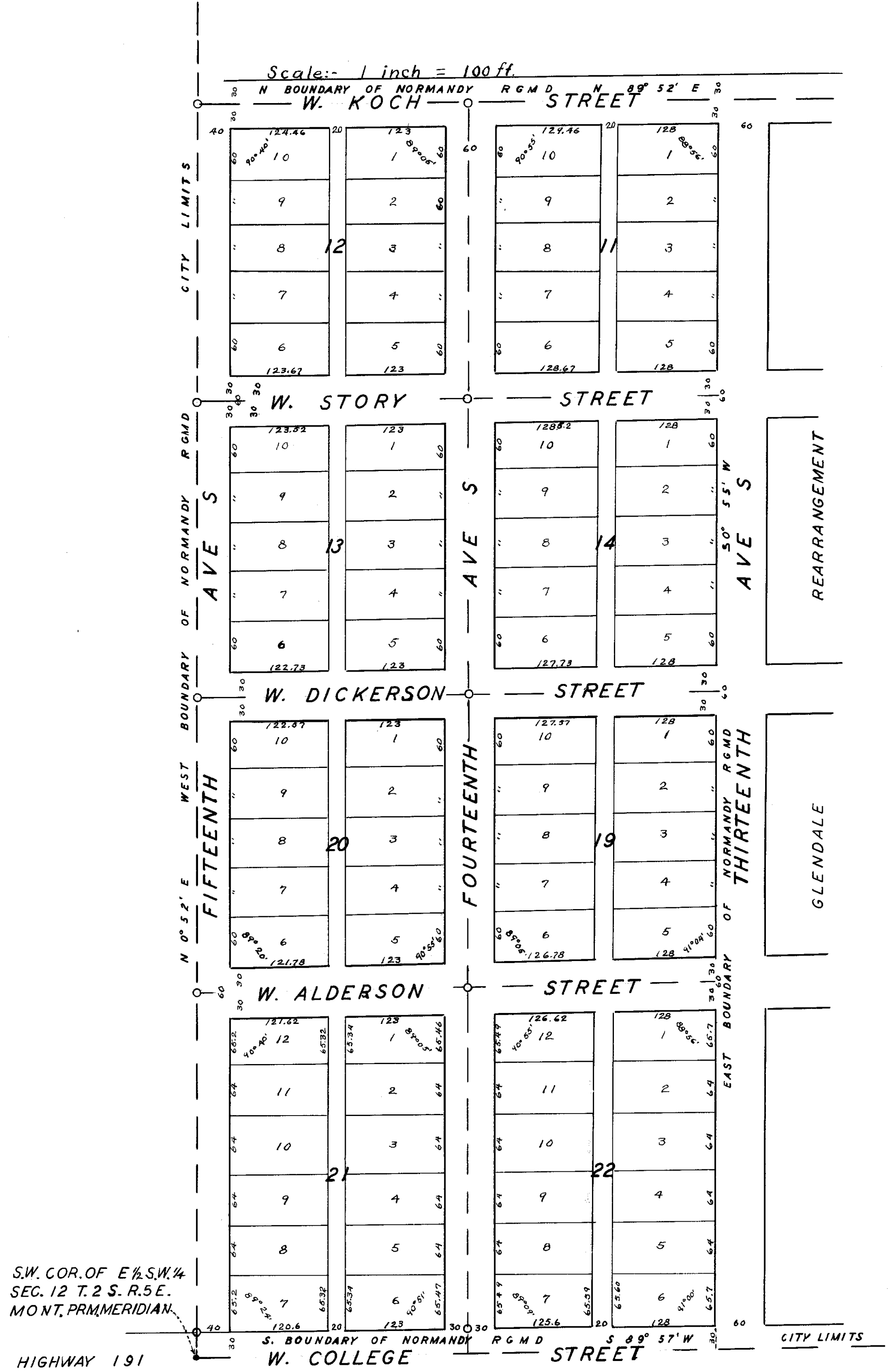
This information is furnished to assist you with your new listing. It is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability is assumed hereunder, and the company is not responsible for any errors and omissions contained herein.

***Insured Titles  
Dedicated to Your Success***

E-8

# NORMANDY REARRANGEMENT

OF  
BLOCKS 11 TO 14 INCL. AND 19 TO 22 INCL.,  
WEST SIDE ADDITION  
BOZEMAN, MONTANA



THE UNDERSIGNED, Verne H. Ballantyne, owner of the following described land, hereby certifies that he has caused to be surveyed, subdivided and platted into Lots, Blocks, Streets, Avenues and Alleys, as shown by this Plat and Certificate of Survey hereto annexed, the following described tract of land, to wit: All that part of the East half (E 1/2) of Southwest Quarter (SW 1/4) of Section Twelve (12), T. 2 S., R. 5 E., M.F.M. and being that portion of "West Side Addition" to Bozeman, Montana, as the same is recorded in the office of the County Recorder in and for Gallatin County, Montana, lying south of the center line of Koch Street and west of a line 30 feet west of the center line of Thirteenth Avenue, as platted in Glendale Rearrangement of a portion of West Side Addition to Bozeman, Montana, to be known and designated as NORMANDY REARRANGEMENT OF BLOCKS 11 TO 14 INCL. AND 19 TO 22 INCL. OF WEST SIDE ADDITION TO BOZEMAN, MONTANA, and the land included in all Streets, Avenues and Alleys shown on said Plat are hereby granted and donated to the use of the public forever.

Dated this 27th Day of February, 1947.  
Verne H. Ballantyne

STATE OF MONTANA )  
COUNTY OF GALLATIN ) SS

On this 27th day of February, 1947, before me a Notary Public in and for the State of Montana, personally appeared Verne H. Ballantyne personally known to me to be the owner of the above described property, and who executed the foregoing Certificate of Dedication, and who duly acknowledged to me that he executed the same. In witness whereof I have hereto set my hand and seal this 27th day of February, 1947.

(NOTARIAL SEAL)

E. S. Essell  
Notary Public for the State of Montana,  
Residing at Bozeman, Montana;  
My Commission expires May 11-1948

STATE OF MONTANA )  
COUNTY OF GALLATIN ) SS

I, Clayton M. Thorpe, do hereby certify that I am a Civil Engineer and Surveyor; that as such I made the survey of NORMANDY REARRANGEMENT OF BLOCKS 11 TO 14 INCL. AND 19 TO 22 INCL. OF WEST SIDE ADDITION TO BOZEMAN, MONTANA, shown on this Plat; that such survey was made in strict accordance with the provisions of Chapter 3 of the Political Code, Revised Codes of Montana, 1935; that the plat and certificate of dedication were set at the intersection of center lines of streets and avenues and at other points, and marked on the Plat thus "C.P.". Iron pipes 5/4" x 12" were set at all block corners. Lot corners are marked with 12" spikes.

Subscribed and sworn to before me this 27th day of May, 1946.  
(NOTARIAL SEAL)

Clayton M. Thorpe  
Walter Davis  
Notary Public for the State of Montana residing at Bozeman, Montana.  
My Commission expires Jan. 19, 1946.

STATE OF MONTANA )  
COUNTY OF GALLATIN ) SS

I, Fred Quinnell, Director of Public Service of the City of Bozeman, Montana, and, as such, the Supervisor of Plats of said City of Bozeman, do hereby certify that I have examined the Plat of NORMANDY REARRANGEMENT OF BLOCKS 11 TO 14 INCL. AND 19 TO 22 INCL. OF WEST SIDE ADDITION TO BOZEMAN, MONTANA; that all regulations governing the platting of such lands have been complied with. The Streets, Avenues and Alleys are of proper width and are coterminous with adjoining streets, avenues and alleys, as near as practicable. I therefore approve the same pursuant to the provisions of Chapter 408 (Section 5489) of the Political Code, Revised Codes of Montana, 1935.

Dated this 27th day of February, 1947.

Fred Quinnell, Director of Public Service of the City of Bozeman,  
City of Bozeman,  
State of Montana.

64142  
STATE OF MONTANA )  
COUNTY OF GALLATIN ) SS

I hereby certify that the foregoing Instrument was filed for record in my office on this 7th day of March, 1947, at 4:55 P.M. and recorded on Page 8 of Book E of Plats, Records of Gallatin County, Montana.  
(COUNTY SEAL)

Recording Fee \$21.00

Bess Fowler  
Clerk and Recorder of Gallatin County, Montana.

WHEN RECORDED MAIL TO:  
& Mail Subsequent Tax Statements to:  
Mr. & Mrs. S. Eilers  
604 S. 14<sup>th</sup> Ave,  
Bozeman,  
MT 59715

**When recorded mail to:**

LSI - North Recording Division  
5039 Dudley Blvd **5457504**  
McClellan, CA 95652  
(800) 964-3524

**2322267**

Page: 1 of 3 02/25/2009 12:56:09 PM Fee: \$21.00  
Charlotte Mills - Gallatin County, MT DEED



**Recording Requested By:**

**LSI APN# RGH2076** QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sarah Eilers, a married woman, who acquired title as Sarah E. Johnson GRANTOR(S)

Whose address is 604 E. 14<sup>th</sup> Ave, Bozeman, MT 59715  
Does hereby forever REMISE, RELEASE AND QUITCLAIM unto

Sarah Eilers and Stephen Eilers, wife and husband as joint tenants  
GRANTEE(S)

Whose address is 604 E. 14<sup>th</sup> Ave, Bozeman, MT 59715  
All that real property situated in Gallatin County, Montana to wit:

Legal per Exhibit "A" attached hereto and made a part hereof  
Parcel # **RGH2076**

More commonly known as: 604 E. 14<sup>th</sup> Ave, Bozeman, MT 59715

Subject to: ANY Restrictions, Conditions, Covenants, Rights, Rights of Way and  
Easements now of record

Witness my/our hand(s) this 6<sup>th</sup> day of February, 2009

Sarah Eilers  
Sarah Eilers

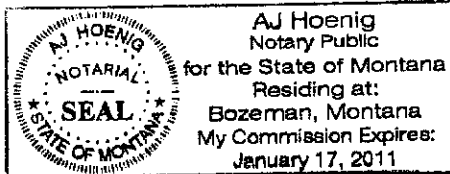
State of Montana  
County of Hallatin

The instrument was acknowledged before me by Sarah Eilers  
On this 6<sup>th</sup> day of February, 2009  
Witness my hand and official Seal

Notary Stamp/Seal

AJ Hoenic

Notary Public for the state of Montana



AJ HOENIG  
Printed Name of Notary

Residing at: Bozeman, MT

My commission expires: January 17, 2011

Loan # : 200860913

**Exhibit A**

LEGAL DESCRIPTION

The following described property:

Lot 10 in Block 19 of Normandy Rearrangement of Blocks 11 to 14 inclusive, and 19 to 22 inclusive, of the West Side Addition to Bozeman, Gallatin County, Montana, according to the Official Plat thereof on file and of Record in the Office of the County Clerk and Recorder of Gallatin County, Montana.

Assessor's Parcel No: RGH2076





New Search

History

Payoff

**Tax ID:** RGH2076**Status:** Current**Receipt:** 2076**Owner(s):**  
JOHNSON SARAH E**Mailing Address:**604 S 14TH AVE  
BOZEMAN, MT 597154228**Levy District:**

0350-08, 7C Bozeman(C)BZP

**2008 Value:****Market:** \$90,156.00  
**Taxable:** \$2,714.00**2008 Taxes:****First Half:** \$839.69  
**Second Half:** \$833.68  
**Total:** \$1,673.37  
**City Taxes:** \$0.00**2008 Payments:****First Half:** \$839.69  
**Second Half:** \$833.68  
**Total:** \$1,673.37**Legal Records:****Geo Code:** 06-0798-12-3-15-10-0000 **Deed Book:** 2092 **Page:** 426D **Date:** 12/27/2002**Property address:** 604 S 14TH AVE**Subdivision:** (NOM) Normandy Amend (West Side Add) **Lot:** 010 **Block:** 019**TRS:** T02 S, R05 E, Sec. 12**Legal:** NORMANDY AMEND (WEST SIDE ADD), S12, T02

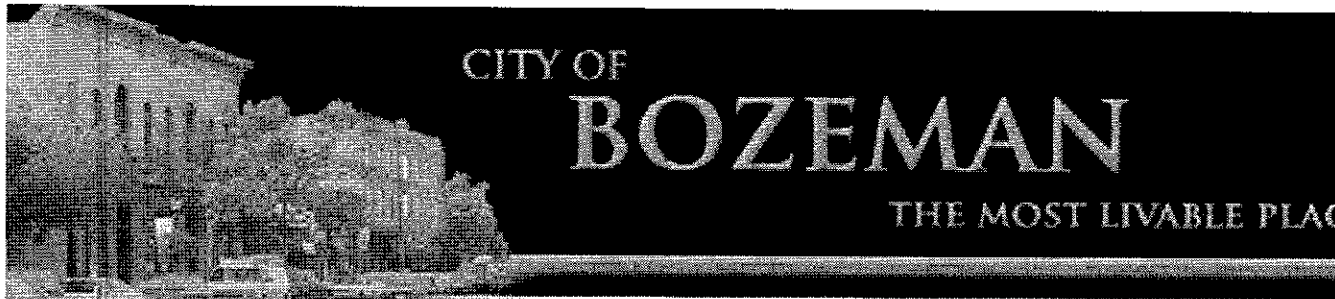
S, R05 E, BLOCK 019, Lot 010, NORMANDY

BOZ SEC 12 2S 5E LOT 10 BLK 19

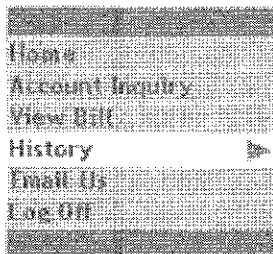
**Note:** Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria will result in an in search.**ATTENTION:** For Owner Name Searches, you must search LastName FirstName.

Property Tax data was last updated 09/02/2009

**Payments can be sent to:**Gallatin County Treasurer  
311 West Main, Room 103  
Bozeman, MT 59715**Please direct any questions to:**



**CITY ASSESSMENTS**



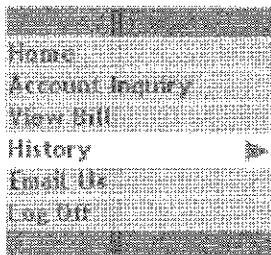
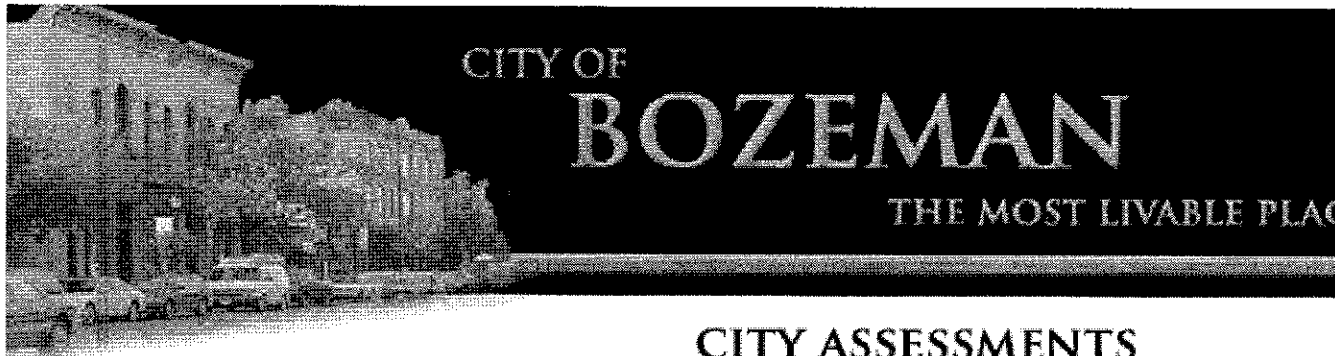
Account ID: **18500**  
 Location ID: **18500**  
 Gallatin County Parcel #: **RGH2076**  
 Owner Name: **EILERS, SARAH & STEPHEN**  
 Address: **604 S 14TH**  
**BOZEMAN, MT 59715**  
 Geocode Number: **06-0798-12-3-15-10-0000**

Tax Year:   
 Total Amount Billed: **\$100.98**  
 Total Amount Paid: **\$100.98**  
 Total Amount Unapplied: **\$0.00**  
 Total Amount Due: **\$0.00**

Date	Period	Type	Amount
10/16/08	1	Bill	\$50.49
11/25/08	1	Payment	\$42.23
11/25/08	1	Payment	\$8.26
10/16/08	2	Bill	\$50.49
05/29/09	2	Payment	\$42.23



ABOUT SSL CERTIFICATES



Account ID: **18500**  
 Location ID: **18500**  
 Gallatin County Parcel #: **RGH2076**  
 Owner Name: **EILERS, SARAH & STEPHEN**  
 Address: **604 S 14TH**  
**BOZEMAN, MT 59715**  
 Geocode Number: **06-0798-12-3-15-10-0000**

Tax Year: **2009**  
 Total Amount Billed: **\$100.98**  
 Total Amount Paid: **\$100.98**  
 Total Amount Unapplied: **\$0.00**  
 Total Amount Due: **\$0.00**

Date	Period	Type	Amount
05/29/09	2	Payment	\$8.26

Previous



ABOUT SSL CERTIFICATES

**INFORMATION UPDATED June 2, 2009**

**General Parcel Information definitions**

<b>GEOCODE</b>	<b>06079812315100000</b>
<b>OWNCODE</b>	<b>10000</b>
<b>OWNER CLASSIFICATION</b>	<b>Private</b>
<b>COUNTY ASSESSOR CODE</b>	<b>000RGH2076</b>
<b>SECTION</b>	<b>12</b>
<b>TOWNSHIP</b>	<b>T02SR05E</b>
<b>LEGAL DESCRIPTION</b>	<b>NORMANDY AMEND (WEST SIDE ADD), S12, T02 S, R05 E, BLOCK 019, Lot 010, NORMANDY BOZ SEC 12 2S 5E LOT 10 BLK 19</b>
<b>PROPERTY ADDRESS</b>	<b>604 S 14TH AVE 59715</b>
<b>ADDITION-SUBDIVISION</b>	<b>NORMANDY AMEND (WEST SIDE ADD)</b>
<b>LEVY DISTRICT</b>	
<b>COUNTY LEVY DISTRICT</b>	
<b>LEVY DISTRICT NAME</b>	
<b>TOTAL FINAL LAND VALUE</b>	<b>\$0.00 <u>Explanation</u></b>
<b>TOTAL FINAL BUILDING VALUE</b>	<b>\$0.00 <u>Explanation</u></b>
<b>2003 FULL REAPPRAISAL VALUE</b>	<b>\$0.00 <u>Explanation</u></b>
<b>2007 TAXABLE MARKET VALUE</b>	<b>\$0.00 <u>Explanation</u></b>
<b>DEED 1: BOOK, PAGE, DATE (mmddy)</b>	<b>, , 2/25/09</b>
<b>DEED 2: BOOK, PAGE, DATE (mmddy)</b>	<b>2092, 0426D, 12/27/02</b>
<b>OWNER NAME 1</b>	<b>EILERS SARAH &amp; STEPHEN</b>
<b>TAXPAYER</b>	<b>604 S 14TH AVE</b>
<b>MAILING ADDRESS</b>	<b>BOZEMAN, MT 59715-4228</b>

**SITE INFORMATION definitions**

<b>Characteristic</b>	<b>CAMA Code, (Description)</b>
<b>GEOCODE</b>	<b>06079812315100000</b>
<b>NEIGHBORHOOD</b>	<b>020B</b>
<b>NEIGHBORHOOD TREND</b>	<b>2, (stable)</b>
<b>RESIDENTIAL INDICATOR</b>	<b>dwelling</b>
<b>ACCESS</b>	<b>1, (paved road) 0, (landlocked/none)</b>
<b>FRONTING</b>	<b>4, (residential street)</b>
<b>LOCATION</b>	<b>5, (neighborhood)</b>
<b>TOPOGRAPHY</b>	<b>1, (level)</b>
<b>UTILITIES</b>	<b>1, (all public) 4, (public sewer) 9, (gas)</b>

**SQUARE FOOT TYPE CLASSIFICATION & VALUATION definitions**

Property Type	Square Foot Type	Land Classification	Square Feet	Influence Factor(s)	Influence Percent	Price/ SQ Ft	Assessed Value
residential urban	1	residential city/town lot	7,620		100	\$0.00	\$0.00
<b>TOTALS</b>			7,620				\$0.00

**IMPROVEMENTS TO THE LAND definitions**

**DWELLING NUMBER 1  
General Info - Dwelling #1**

DWELLING TYPE	D - Dwelling
STYLE OF DWELLING	10, (old style)
YEAR BUILT	1947
EFFECTIVE YEAR OF DWELLING	70
PHYSICAL CONDITION	4, (good)
GRADE (WORKMANSHIP & MATERIALS)	5, (average)
CONDITION, DESIRABILITY, USEFULNESS	GD (good)
STORY HEIGHT	1
EXTERIOR WALL CONSTRUCTION	1, (frame)
EXTERIOR WALL FINISH	4, (asbestos)
ROOF TYPE	2, (hip)
ROOF MATERIAL	0, (asphalt shingle)
HEATING SYSTEM	2, (central)
HEATING SYSTEM TYPE	5, (forced air)
HEATING FUEL TYPE	3, (gas, natural or lpg)
FOUNDATION	3, (slab)
BASEMENT	0, (none)
TOTAL ROOMS (EXC HALLS AND BATHS)	0
BEDROOMS	2
FAMILY ROOMS	0
FULL BATHROOMS	1
ADDITIONAL PLUMBING FIXTURES	3
ATTIC	0, (none)

**Additions - Dwelling #1**

NONE

**Floor Area - Dwelling #1**

FIRST FLOOR - 956 sq ft

**Other Building/Yard Improvement 1**

TYPE	PA2, paving, concrete
QUANTITY	1
YEAR OF CONSTRUCTION	1947
MEASUREMENT	0 180 sq ft
GRADE	average
CONDITION	average

**Other Building/Yard Improvement 2**

TYPE	RG3, garage, detached, frame, unfinished
QUANTITY	1
YEAR OF CONSTRUCTION	1954
MEASUREMENT	0 336 sq ft
GRADE	fair
CONDITION	average

After Recording Return To:

When recorded mail to:

LSI - North Recording Division  
5039 Dudley Blvd  
McClellan, CA 95652 5457504  
(800) 964-3524

2322268

Prepared By:  
ERIK C. MILLIRON

Page: 1 of 12 02/25/2009 12:56:09 PM Fee: \$84.00  
Charlotte Mills - Gallatin County, MT MTG



[Space Above This Line For Recording Data]

APN# 26H2076

00020086091302009  
[Doc ID #]

## DEED OF TRUST

Trust Indenture Under the Small Tract Financing Act of Montana

MIN 1001337-0003562570-9

Recording Requested By:  
LSI

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 05, 2009, together with all Riders to this document.

(B) "Borrower" is

SARAH EILERS, AND STEPHEN EILERS <sup>WIFE AND HUSBAND</sup>  
~~HUSBAND AND WIFE~~ AS JOINT  
TENANTS

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

COUNTRYWIDE BANK, FSB

Lender is a

FED SVGS BANK

organized and existing under the laws of THE UNITED STATES

Lender's address is

1199 North Fairfax St. Ste.500, Alexandria, VA 22314

(D) "Trustee" is

CHARLES J PETERSON, ATTORNEY AT LAW

46 WEST 2ND STREET, DICKINSON, MT 58601

MONTANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

Form 3027 1/01 (rev. 12/03)

MERS Deed of Trust-MT  
2006A-MT (08/08)(d1)

Page 1 of 11



\* 2 3 9 9 1 \*



\* 2 0 0 8 6 0 9 1 3 0 0 0 0 2 0 0 6 A \*

DOC ID #: 00020086091302009

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

(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 05, 2009. The Note states that Borrower owes Lender ONE HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED and 00/100

Dollars (U.S. \$ 129,500.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2039. This Security Instrument secures 150% of the amount of the Note.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY [Type of Recording Jurisdiction] Of  
GALLATIN [Name of Recording Jurisdiction] :

DOC ID #: 00020086091302009

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: RGH2076 which currently has the  
address of

604 S 14TH AVE, BOZEMAN

[Street/City]

Montana 59715 ("Property Address");  
(Zip Code)

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

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

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

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

**I. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants

Loan # : 200860913

**Exhibit A**

LEGAL DESCRIPTION

The following described property:

Lot 10 in Block 19 of Normandy Rearrangement of Blocks 11 to 14 inclusive, and 19 to 22 inclusive, of the West Side Addition to Bozeman, Gallatin County, Montana, according to the Official Plat thereof on file and of Record in the Office of the County Clerk and Recorder of Gallatin County, Montana.

Assessor's Parcel No: RGH2076