

**Helena Abstract and Title Company**

P. O. Box 853

Helena, MT 59624

Phone (406)442-5080 Fax (406)442-6179

*Memorandum*

<b>Customer:</b>		<i>Invoice Number</i>	<i>Date</i>
Doug Dandro PO Box 535 East Helena, MT 59635		(01) 1876401	07/12/2018
		<i>File Number</i>	<i>Branch</i>
		1876401	Helena Abstract and Title Compa
		<i>Customer Order Number</i>	<i>Customer OrderDate</i>
			07/12/2018
<b>Deliver-To:</b>		<i>Sales Price</i>	<i>Buyer</i>
Doug Dandro PO Box 535 East Helena, MT 59635		\$250.00	NOMINEES
		<i>Seller</i>	
		ESTATE OF HOWARD H. HAMMER	
<b>Property Address</b>		<i>Loan Amount</i>	<i>Lender</i>
24 Eagle Rock Cir., Cascade, Montana			
<i>Property Type</i>	<i>Property County</i>	<i>Sales Rep</i>	<i>Terms</i>
	Cascade		

<i>Description</i>	<i>Amount</i>
<b>1100 - Title Charges</b>	
Owner's C/TI	\$250.00
<b>Total 1100 - Title Charges</b>	<b>\$250.00</b>
<b>Subtotal</b>	<b>\$250.00</b>
<b>Total</b>	<b>\$250.00</b>

**Brief Legal:** Lot 6, Block 3, Mid Canon Heights, Unit 2, Plat 228012, Cascade County, Montana  
2554-19-1-04-08-0000, Tax ID 15178

clm

QUESTIONS REGARDING THIS COMMITMENT FOR TITLE INSURANCE? CALL 442-5080  
TO SCHEDULE OR CONFIRM AN APPOINTMENT FOR CLOSING. CALL 442-4445

THANK YOU FOR USING HELENA ABSTRACT AND TITLE COMPANY

**COMMITMENT FOR TITLE INSURANCE**

PREPARED FOR

**HA&T Co.**

ESCROW / CLOSING DEPT.

DIRECT LINE 406 / 442-4445 • DIRECT FAX 406 / 442-8488



*“We Do Good Deeds”*

OUR ORDER NO.....: 1876401  
YOUR REF. NO.....:  
BUYER/BORROWER.....: NOMINEES  
SELLER.....: HAMMER  
DIRECT INQUIRIES TO.....: Jim Neary  
COPIES OF COMMITMENT SENT TO...: Doug Dandro

POST OFFICE BOX 853 • MONTANA CLUB BUILDING • 6TH & FULLER • HELENA, MONTANA 59624 - 0853  
(406) 442-5080 • FAX (406) 442-6179

# **Helena Abstract and Title Company**

**Stewart Title Guaranty Company  
First American Title Insurance Company  
Old Republic National Title Insurance Company  
Privacy Policy Notice**

## **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Helena Abstract and Title Company, Stewart Title Guaranty Company, First American Title Insurance Company, Old Republic National Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.


Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

 <b>First American Title™</b>	<b>Title Insurance Commitment</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**1 First American Way, Santa Ana, California 92707**

**TABLE OF CONTENTS**

AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

**AGREEMENT TO ISSUE POLICY**

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

**First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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## CONDITIONS

### 1. DEFINITIONS

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

### 2. LATER DEFECTS

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

### 3. EXISTING DEFECTS

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

### 4. LIMITATION OF OUR LIABILITY

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

Comply with the Requirements shown in Schedule B – Section I


or

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

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

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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

 <b>First American Title™</b>	<b>Title Insurance Commitment</b>	
	ISSUED BY <b>First American Title Insurance Company</b>	
<b>Schedule A</b>		

File No.: 1876401


Direct Inquiries to: Jim Neary


1. Commitment Date: July 02, 2018 at 5:00 PM

2. Policy (or Policies) to be issued:	<u>POLICY AMOUNT</u>	<u>PREMIUM AMOUNT</u>
a. <input checked="" type="checkbox"/> ALTA Owner's Policy of Title Insurance (6-17-06)	\$250.00	\$250.00
<input type="checkbox"/> Extended <input checked="" type="checkbox"/> Standard		
<input type="checkbox"/> ALTA Homeowner's Policy of Title Insurance (Rev. 2-3-10)	\$	\$
Proposed Insured: <b>NOMINEES</b>		
b. <input type="checkbox"/> ALTA Loan Policy of Title Insurance (6-17-06)	\$	\$
<input type="checkbox"/> Extended <input type="checkbox"/> Standard		
<input type="checkbox"/> ALTA Expanded Coverage Res Loan Policy (Rev. 7-26-10)	\$	\$
Endorsements:		
Proposed Insured:		
c. (Identify form used)	\$	\$
Proposed Insured:		

3. **Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Heirs of HOWARD H. HAMMER, deceased: Letters issued appointing Todd A. Hammer, Personal Representative: Probate No. DP 18-5; \_\_\_\_\_, Attorney.**

4. **The land referred to in this Commitment is described as follows:**  
 Lot 6 in Block 3 of Mid Canon Heights, Unit 2 in Lewis and Clark County, Montana, as shown on plat filed under Doc. No. 228012.

By:  \_\_\_\_\_  
 Authorized Countersignature  
 (This Schedule A valid only when Schedule B is attached)

 <b>First American Title™</b>	<b>Title Insurance Commitment</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

File No.: 1876401

**REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. You must give us the following information:
  - a. Any off record leases, surveys, easements, rights of way, etc.
  - b. Statement(s) of identity, all parties, if asked for.
- f. Seller and Buyer must fully comply with the provisions of the Realty Transfer Certificate Act (M.C.A. 15-7-304, 305, 310), which includes the requirement that Seller and Buyer fully complete a Realty Transfer Certificate which will be presented at closing. If either party fails to fully comply with the Realty Transfer Certificate 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.

1. General county taxes for the year 2017 appear to be assessed under GEO CODE 2554-19-1-04-08-0000/Property Tax ID 15178 in the total amount of \$1,869.82.

General county taxes are PAID in full.

2. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve such evaluation in excess of \$250.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.

 <b>First American Title™</b>	<b>Title Insurance Commitment</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 1876401

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. No liability is assumed for errors, omissions, and or changes in the amount of General County taxes assessed on real and personal property by any State, County, or City taxing or assessing authority.
10. Liens for any personal property or mobile home taxes (current or delinquent) of the vestee or taxes due upon improvements upon said real property that may be a lien upon the real property described herein as provided by Title 15, Chapter 16, Part 4, M.C.A.
11. County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A.
12. General county taxes for the year 2018 a lien, not yet due and or payable.
13. Easement Agreement by and between William Dutchak, owner, and L.D.S., Inc., Montana Lands, Inc., and Dearborn Estates, Inc., developers, recorded Nov. 26, 1982 in M Book 3 of Records, page 2810.
14. Covenants, conditions and restrictions recorded in Book 98 Misc., page 326, in Book 98 Misc., page 328, and in M Book 25 of Records, page 2118, but deleting any covenant, condition or restriction indicating a preference,



limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

15. Subject to all items as shown on the plat filed under Doc. No. 228012, including but not limited to all terms, provisions, conditions, and restrictions of the Dept. of Environmental Quality, as set forth on the attachments, if any, to said plat.
16. Reservation of easement contained in Deed recorded in Book 279 Deeds, page 873.

END OF SCHEDULE BII



## Privacy Information

### We Are Committed to Safeguarding Customer Information

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

### Applicability

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

### Types of Information

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

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

### Use of Information

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

### Former Customers

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

### Confidentiality and Security

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

### Information Obtained Through Our Web Site

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

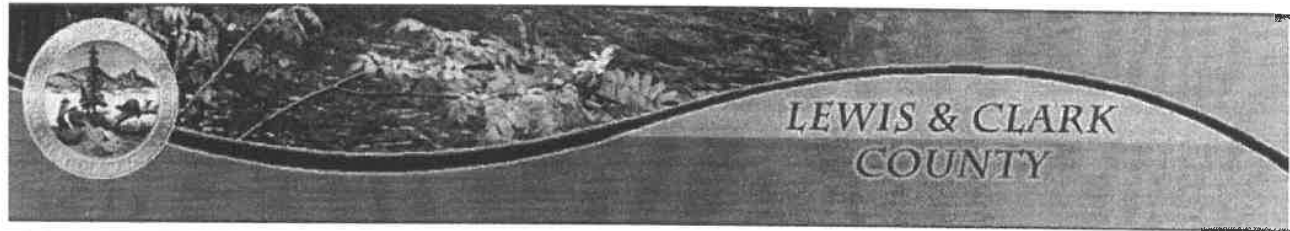
**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



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**Property Tax ID:** 15178  
**Status:** Current  
**Receipt:** 11739  
**2017 Owner(s):**  
 HAMMER HOWARD H

**Mailing Address:**  
 24 EAGLE ROCK CIR  
 CASCADE, MT 594218445  
**Levy District:**  
 13-01, Tax District 13

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<p><b>2017 Value:</b></p> <p><b>Market:</b> \$267,412  <b>Taxable:</b> \$3,610</p> <p><input type="button" value="Detail"/></p>	<p><b>2017 Taxes:</b> <input type="button" value="View Pie Charts"/></p> <table> <tr> <td><b>First Half:</b></td> <td>\$1,031.03</td> <td><b>Due:</b> 12/5/2017</td> </tr> <tr> <td><b>Second Half:</b></td> <td>\$838.79</td> <td><b>Due:</b> 5/31/2018</td> </tr> <tr> <td><b>Total:</b></td> <td>\$1,869.82</td> <td></td> </tr> </table> <p><input type="button" value="Detail"/></p>	<b>First Half:</b>	\$1,031.03	<b>Due:</b> 12/5/2017	<b>Second Half:</b>	\$838.79	<b>Due:</b> 5/31/2018	<b>Total:</b>	\$1,869.82		<p><b>2017 Payments:</b></p> <table> <tr> <td><b>First Half:</b></td> <td>\$1,031.03</td> </tr> <tr> <td><b>Second Half:</b></td> <td>\$838.79</td> </tr> <tr> <td><b>Total:</b></td> <td>\$1,869.82</td> </tr> </table> <p>(May include penalty &amp; interest)</p>	<b>First Half:</b>	\$1,031.03	<b>Second Half:</b>	\$838.79	<b>Total:</b>	\$1,869.82
<b>First Half:</b>	\$1,031.03	<b>Due:</b> 12/5/2017															
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<b>First Half:</b>	\$1,031.03																
<b>Second Half:</b>	\$838.79																
<b>Total:</b>	\$1,869.82																

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**2017 Legal Records:**

**Geo Code:** 05-2554-19-1-04-08-0000 **Deed Book:** M39 **Page:** 887 **Instru#:** 3156069 **Date:** 2008-10-17

**Property address:** 24 EAGLE ROCK CIR, CASCADE MT 59421  
**Subdivision:** (MC2) SubDiv MC2 **Lot:** 6 **Block:** 3  
**TRS:** T16 N, R02 W, Sec. 19  
**Legal:** MID CANON HEIGHTS UNIT NO 2, S19, T16 N, R02 W, BLOCK 3, Lot 6, COS #228017

**Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 07/10/2018 11:00 AM.

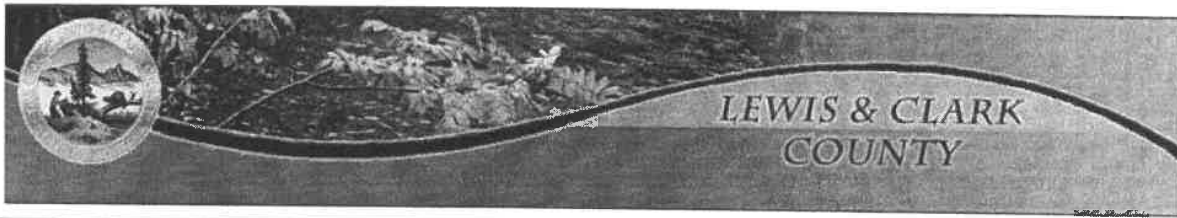
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**Send Payments To:**

316 North Park Ave. - Room #147  
 Helena, Montana 59623



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**Tax Year:** 2017    **Property Tax ID:** 15178  
**Status:** Current  
**Type:** RE  
**Owner:** HAMMER HOWARD H

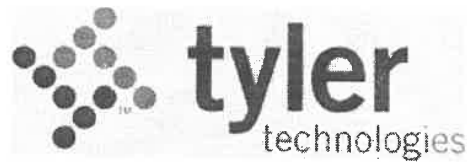
**Tax Breakdown:**

Stat#	Kind	Description	1st Half	2nd Half
11739	LCCY	L & C Co.	\$380.28	\$380.28
11739	SCHL	CO Schools	\$83.02	\$83.02
11739	SCHM	CoSchlStat	\$99.28	\$99.28
11739	SD	SD	\$168.82	\$168.82
11739	SPECIAL: 2518	OPEN-SPACE LANDS	\$9.48	\$9.47
11739	SPECIAL: 3014-C	DEARBORN FIRE FSA	\$185.00	\$0.00
11739	SPECIAL: 8013	SOIL & WATER	\$6.90	\$0.00
11739	SPECIAL: 8019	CRAIG MOSQUITO	\$12.19	\$12.18
11739	SPECIAL: 8020	SOIL CONSRVTN PERMISS MED	\$0.32	\$0.00
11739	STAT	ST of MT	\$85.74	\$85.74
			<b>1st Half Total:</b>	<b>\$1,031.03</b>
			<b>2nd Half Total:</b>	<b>\$838.79</b>
			<b>Total Tax:</b>	<b>\$1,869.82</b>

**Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 07/10/2018 11:00 AM.

**Send Payments To:**

316 North Park Ave. - Room #147  
 Helena, Montana 59623



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