

After recording, please return to:
City of Billings
Community Development Division
PO Box 1178
Billings, MT 59103

MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, made this date **March 24, 2026**, between **Homeword, Inc.** whose mailing address is **1535 Liberty Lane, Suite 116A, Missoula, Montana 59808** as GRANTORS, GINA DAHL, of Billings, Montana, an attorney licensed to practice law in the State of Montana, whose mailing address is P.O. Box 1178, Billings, MT 59103, as TRUSTEE, and the CITY OF BILLINGS, a Municipal Corporation, organized under the laws of the State of Montana, whose mailing address is P.O. Box 1178, Billings, MT 59103, as BENEFICIARY.

WITNESSETH: That Grantor hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, nevertheless, WITH POWER OF SALE, that certain real property, which does not exceed thirty (30) acres in area, situated in the County of Yellowstone, State of Montana, particularly described as follows, to wit:

Parcel A: Lots 13, 14, 15, 16, 17 and 18, Block 88, of Original Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 16312.

Parcel B: A leasehold interest created by that certain Parking Space Lease, a memorandum of which was recorded March 19, 2008 under Document No. 3458313 in Lots 5, 6, 7, 8 and 9, Block 88, Original Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 16312.

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon, and all water rights, right-of-ways, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereinafter acquired in or to any of said premises, hereby also releasing, relinquishing and waving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit; all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises, SUBJECT, HOWEVER, to the right, power and authority hereinafter conferred upon Beneficiary to collect and apply such rents, issues and profits.

TO SECURE TO BENEFICIARY: Payment of the principal sum: **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000)** in CDBG funds according to the terms of the Deed Restriction Agreement dated on the same date noted herein, and any extensions and/or renewals or modifications thereof, by GRANTOR payable to the order of BENEFICIARY if the terms of the Deed Restriction Agreement are violated.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

**Karissa Trujillo, Executive Director
Homeword, Inc.**

Date

This Montana Trust Indenture is subordinate to the Deed Restriction Agreement dated _____, 2026, recorded _____, under document number _____.

STATE OF MONTANA)
): ss
County of Yellowstone)

On this _____, 2026, before me, a Notary Public for the State of Montana, personally appeared **Karissa Trujillo** known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

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

Notary Stamp and Signature: