

1 ALLAN KARELL
2 KARELL DYRE HANEY PLLP
3 175 North 27th Street, Suite 1303
4 Billings, Montana 59101-2065
5 Telephone: (406) 294-8481
6 Fax: (406) 294-8480

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10/02/2009 01:55:06 PM Lis Pendens
Vickie M Zeier, Missoula County Clerk & Recorder



5 Attorneys for Plaintiff

8 MONTANA FOURTH JUDICIAL DISTRICT COURT,
9 MISSOULA COUNTY

10 MLIC ASSET HOLDINGS LLC,)
11)
12 Plaintiff,)

Case No. DV-09-1191

12 vs.)

Judge ED MCLEAN
DEPT #1

13 BITTERROOT TRAILS, LLC; MACLAY)
14 TIMBER LIMITED PARTNERSHIP;)
15 THOMAS MACLAY, also known as THOMAS)
16 BRUCE MACLAY, THOMAS B. MACLAY,)
17 TOM B. MACLAY, AND TOM MACLAY; H.)
18 BRUCE MACLAY, also known as BRUCE H.)
19 MACLAY, BRUCE MACLAY, HOLMES)
20 MACLAY, AND HOLMES BRUCE)
21 MACLAY; MARY B. MACLAY; LYNN)
22 LOUISE JACOBSON MACLAY;)
23 BITTERROOT RESORT, LLC; STATE OF)
24 MONTANA ACTING BY AND THROUGH)
25 THE DEPARTMENT OF NATURAL)
26 RESOURCES AND CONSERVATION;)
CARLTON CREEK IRRIGATION)
COMPANY; and JOHNSON CONTROLS,
INC.,)

LIS PENDENS

23 Defendants.

1 **NOTICE IS HEREBY GIVEN** that MLIC ASSET HOLDINGS LLC, Plaintiff in
2 the above-entitled action, has instituted an action against each of the above-named
3 Defendants for the purpose of foreclosing the following mortgages encumbering real
4 property in Missoula County, Montana (collectively, the "Mortgages"):

5 1. Mortgage and Security Agreement dated June 30, 2000, on that real property
6 in Missoula County, Montana, described therein, which was recorded in the office of
7 the Clerk and Recorder of Missoula County, Montana, on July 5, 2000, in Book 620
8 of Micro Records, at Page 2004, as amended by Amendment of Mortgage dated
9 November 21, 2005, and recorded on November 23, 2005, in Book 764 of Micro
10 Records, at page 1216 in the office of the Clerk and Recorder of Missoula County,
11 Montana; and

12 2. Mortgage and Security Agreement dated November 21, 2005, on that real
13 property in Missoula County, Montana, described therein, which was recorded in the
14 office of the Clerk and Recorder of Missoula County, Montana, on November 23,
15 2005, in Book 764 of Micro Records, at Page 1214; and

16 3. Cross-Default and Cross-Collateralization Agreement dated November 21,
17 2005, which was recorded in the office of the Clerk and Recorder of Missoula
18 County, Montana, on November 23, 2005, in Book 764 of Micro Records, at page
19 1215.

20 The real and personal property encumbered by the Mortgages and affected by this Lis
21 Pendens is located in Missoula County, Montana and is described on the attached Exhibit A.

22 The further object of the above-entitled action is to foreclose and bar the rights of the
23 Defendants, and each of them, and all persons claiming by, through, or under them, or any of
24 them, in and to the property encumbered by the Mortgages, or any part thereof.
25
26

1 DATED: October 1, 2009.

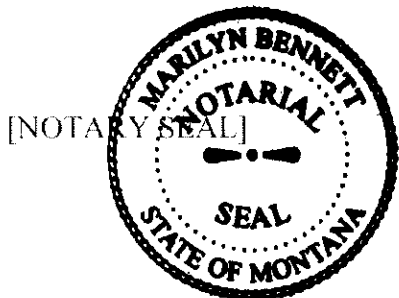
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3 KARELL DYRE HANEY PLLP

4
5
6 By: Allan Karell
ALLAN KARELL

7 Attorneys for Plaintiff

8
9 STATE OF MONTANA)
County of Yellowstone) :ss

10
11 This instrument was acknowledged before me on October 1, 2009 by Allan
Karell.



Marilyn Bennett
Marilyn Bennett [Printed Name]
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 11-15-2010

EXHIBIT A

PARCEL I: **Township 11 North, Range 20 West, P.M.M., Missoula County, Montana**

Section 20: S1/2SE1/4
Section 21: W1/2, NW1/4NE1/4
Section 28: N1/2NE1/4, NW1/4
Section 29: NE1/4

PARCEL II: **Township 11 North, Range 20 West, P.M.M., Missoula County, Montana**

Section 22: E1/2SW1/4, S1/2SE1/4
Section 27: NE1/4NW1/4

Remainder parcel of **CARLTON HEIGHTS – MAPLE CREEK ADDITION**, a platted subdivision of Missoula County, Montana according to the official plat of record in Book 25 of Plats at Page 64.

PARCEL III: **Township 11 North, Range 20 West, P.M.M., Missoula County, Montana**

Section 21: S1/2NE1/4, NE1/4NE1/4, SE1/4

PARCEL IV: **Township 11 North, Range 20 West, P.M.M., Missoula County, Montana**

Section 22: N1/2, N1/2SE1/4, W1/2SW1/4
Section 27: NW1/4NW1/4

Tract I of **MACKINTOSH MANOR, LOT 40A-1**, a platted subdivision of Missoula County Montana, according to the official plat of record in Book 31 of Plats at Page 70.

PARCEL V: Parcel B-1 of **MACKINTOSH MANOR, LOT 24**, a platted subdivision of Missoula County, Montana, according to the official plat of record in Book 32 of Plats at Page 1.

PARCEL VI: Lot 16A-1B of **MACINTOSH MANOR, LOTS 45-48, & 16A-1A**, a platted subdivision of Missoula County, Montana, according to the official plat of record in Book 32 of Plats at Page 11.

PARCELS VII, VIII & IX, Purposefully omitted

PARCEL X: Lot 2 of CARLTON HEIGHTS - MAPLE CREEK ADDITION NO. 2, a platted subdivision in Missoula County, Montana, according to the official recorded plat thereof, as recorded in Book 31 of Plats at Page 68.

PARCEL XI: Lot 24A-1 of MACKINTOSH MANOR, LOTS 24A-1 & 16A-1, a platted subdivision of Missoula County, Montana, according to the official plat of record in Book 32 of Plats at Page 9.

Lots 20A, 21A & 22A of MACKINTOSH MANOR, LOTS 20-23 & 16A-1, a platted subdivision of Missoula County, Montana, according to the official plat of record in Book 32 of Plats at Page 10.

PARCEL XII: That portion of the SE1/4 and of the S1/2NE1/4 of Section 14, Township 11 North, Range 20 West, P.M.M., Missoula County, Montana, lying and being Easterly of the East right of way of the Burlington Northern Railroad.

PARCEL XIII: That portion of the SE1/4 of Section 14, Township 11 North, Range 20 West, being West of the Westerly right-of-way of the Northern Pacific Railroad, LESS AND EXCEPTING that portion conveyed to the State of Montana in Book 122 of Deeds at Page 404 and ALSO EXCEPTING that portion condemned by the State of Montana in Book 101 of Micro Records at Page 1285, records of Missoula County, Montana. ALSO LESS AND EXCEPTING that portion platted as CARLTON, a platted subdivision of Missoula County, Montana.

Together with all the tenements, hereditaments, appurtenances, easements, privileges, rights, including private roads and all easements and rights of access, now or hereafter belonging to or used in connection with the above described property, all minerals and mineral rights, all water and water rights, including but not limited to all shares of stock and other rights in any ditch or canal company or water users association, including but not limited to 54.9 shares of stock in Carlton Creek Irrigation Company, all ditches or other conduits, and all other rights thereunto belonging or in anywise appertaining, and all wells, tanks, dams, reservoirs, dikes, embankments and other water development, storage or conservation facilities and structures; and Together with all right, title and interest of Mortgagor in and to that certain Private Roadway & Crossing Agreement No. 211,948 made March 1, 1975, between Burlington Northern, Inc. and Holmes Maclay and H. Bruce Maclay, co-partners doing business as Maclay & Son (the "Crossing Agreement"). Montana Rail Link, Inc. has succeeded to and owns the interest of Burlington Northern, Inc. under the Crossing Agreement, and H. Bruce Maclay and Mary B. Maclay have succeeded to and own the interest of Holmes Maclay and H. Bruce Maclay, co-partners doing business as Maclay & Son under the Crossing Agreement; and

All windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the above-described real property, or for stock watering or domestic purposes thereon, including but not limited to that property described below (the "Irrigation Equipment"), together with all additions, accessions, replacements, improvements, repairs and substitutions to said Irrigation Equipment and the proceeds thereof and all other irrigation equipment and fixtures now or hereafter located upon

the above-described real property, all of which are declared to be appurtenant to said land, or incident to the ownership thereof, or used in connection therewith, and 54.9 shares of stock in the Carlton Creek Irrigation Company. The Irrigation Equipment is described as follows:

Center Pivot System

Description	Make	Model	Serial #
Field 1 Pump	Cornell Pump Co.	2.5 W 15-2	61005 (6 7/8)
Field 1 Motor	Lesson	215TTDW7921 AA L	140,656
Field 2 Pump	Cornell Pump Co.	3YB-30-2	60359 (7 3/16)
Field 2 Motor	Baldor Industrial	40F51Y56	1,890
Field 3 Pivot	Grow Smart – Lindsey	01-4158-0	L7810
Field 3 Pump	Cornell Pump Co.	4 RB 40-4	70525 (12 1/2)
Field 3 Motor	Baldor Industrial	42E96Y13	6,900
Field 5 Pivot	Selectric Inc/ Klockner Moeller	4400-L7682	PX43
Field 6 Pivot	Zimmatic – Lindsay	RMAC Talking Pivot	L57236
Field 7 Pivot	Zimmatic – Lindsay	RMAC Talking Pivot	L57235
Field 9 Pivot	Zimmatic – Lindsay	RMAC Talking Pivot	L57237
Field 8 & 9 Pump	Cornell Pump Co.	4WB30-2	2091 (6 9/16)
Field 8 & 9 Pump	GE	5K284XAM101	LCJ1122430

Hand Line No. 1

1978 Hand Line – 40 acres

Hand Line No. 2

1978 Hand Line – 37 acres

Wheel Line No. 1

1978 Wade Rain – Wheel Line – 68 acres

Pump: Cornell 15 HP – Model 2.5 W-15

Motor: Cornell

Serial No. 61005

Wheel Line No. 2

1978 Wade Rain – Wheel Line – 75 acres

Pump: Cornell – 30 HP – Model 3YB-30-2

Motor: Cornell

Serial No. 60359

Wheel Line No. 3

1984 Wade Rain – Wheel Line – 50 acres

Pump: Cornell – 30 HP – Model 4WB30-2

Motor: GE

Serial No. LCJ1122430

All rents, issues, royalties and profits now due or which may hereafter become due under or by virtue of any lease, license, sublease, or agreement, written or verbal, for the use or occupancy of the above-described property or any part thereof, whether now existing or hereafter made; and

All right, title and interest hereafter acquired in or to any of the property, real or personal, described above, and all right, title and interest hereafter acquired in or to any lands lying within the exterior boundaries of the fee owned and leased lands described herein.

All personal property, goods, equipment, including irrigation equipment now or hereafter attached to or placed in or upon that real property described above, vehicles, artwork, furniture, furnishings, fixtures, appliances, inventory, supplies, machinery, accounts, deposit accounts, accounts receivable, contract rights, investments, investment property, letter-of-credit rights, supporting obligations, software, chattel paper, general intangibles (including payment intangibles), whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, together with all additions, accessions, replacements, improvements, repairs and substitutions to said property and to the proceeds thereof.