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MONTANA ELEVENTH JUDICIAL DISTRICT COURT
FLATHEAD COUNTY

STOCKMAN BANK OF MONTANA, } Cause
Plaintiff, } No. _____
vs. }
RADIFY ESSEX, LOGE GP }
HOLDINGS LLC, LOGE HOLDINGS, } Judge:
LLC, and CALE GENENBACHER, }
Defendants. }

FORECLOSURE COMPLAINT

Plaintiff complains and alleges against Defendants:

1. Status of Plaintiff. Stockman Bank of Montana (“Stockman”) is a Montana banking corporation.
2. Status of Defendants.
 - (a) Defendant Radify Essex is a Delaware limited liability company, the maker of the Promissory Notes and a grantor of some of the collateral described below.
 - (b) Defendant Loge GP Holdings LLC is a Delaware limited liability company and a guarantor of the Promissory Notes described below.
 - (c) Defendant Loge Holdings, LLC is a Washington limited liability company and a guarantor of the Promissory Notes described below.

(d) Defendant Cale Genenbacher is an individual who resides in Utah and is a guarantor of the Promissory Notes described below.

3. Promissory Notes. Radify Essex is indebted to Stockman pursuant to the following Promissory Notes (together, the “Notes”):

- i. Promissory Note No. 7040003546 dated October 2, 2023, in the original principal amount of \$7,192,315.05, a true and correct copy of which is attached hereto as **Exhibit A** (“Note 3546”); and
- ii. Promissory Note No. 7040004291 dated October 2, 2023, in the original principal amount of \$2,939,691.00, as modified by that certain Change in Terms dated November 4, 2024, true and correct copies of which are attached hereto as **Exhibit B** (together, “Note 4291”).

4. Commercial Guaranties. Defendants Loge Holdings, LLC, Loge GP Holdings LLC, and Cale Genenbacher each guaranteed the indebtedness evidenced by the Notes under the terms of their respective Commercial Guaranties dated October 2, 2023, true and correct copies of which are attached hereto as **Exhibit C** (each a “Guaranty” and collectively the “Guaranties”).

5. Mortgage. As security for the indebtedness evidenced by the Notes, Radify Essex, as mortgagor, executed and delivered to Stockman, as mortgagee, the following Mortgages (together, the “Mortgages”):

- i. As security for Note 3546, Radify Essex executed and delivered to Stockman a Construction Mortgage dated October 2, 2023, from Radify, as grantor, to the Bank, which was recorded October 19, 2023, under Document No. 202300018826 with the Flathead County, Montana Clerk and Recorder (the “3546 Mortgage”). A true and correct copy of the 3546 Mortgage is attached hereto as **Exhibit D**. The 3546 Mortgage encumbers the real property described as follows (the “Encumbered Property”):

Tract 1:

A tract of land located and being in H.E.S. No. 97 of Section 14, Township 29 North, Range 16 West, P.M.M., Flathead County Montana, described as follows:
Beginning at Corner No. 4 of H.E.S., No. 97, thence along the North line of H.E.S. No. 97 South 88°23'09" East (South 88°53' East record) a distance of 1390.10 feet to the Westerly line of the Burlington Northern Railroad right of way;
thence along the Westerly line South 11°33' West, a distance of 1637.8 feet to a point;
thence North 78°59'27" West, a distance of 20 feet to a point;
thence South 11°33' West, a distance of 81 feet to a point;
thence South 78°59'27" East, a distance of 20 feet to a point;
thence South 11°33' West, a distance of 256 feet to the Northeast corner of that parcel described in Deed recorded in Book 547, Page 612, records of Flathead County;
thence along the Northerly and Westerly lines of said parcel North 87°2'27" West, a distance of 173.31 feet to a point;
thence South 89°45'13" West, a distance of 416.01 feet to a point;
thence South 41°48'13" West, a distance of 292.75 feet to a point;
thence South 65°39'58" West, a distance of 291.82 feet to a point;
thence South 29°19'18" West, a distance of 214.9 feet to the South line of H.E.S. No. 97;
thence along the South line North 88°15'47" West (North 89°19' West record), a distance of 101.93 feet to Corner No. 1 of H.E.S. No. 97;
thence along the West line of H.E.S. No. 97 North 5°37'26" East, a distance of 2504.69 feet (North 6°20' East, a distance of 2542.32 feet record) to the Point of Beginning. .
Shown as Parcel A of Certificate of Survey No. 2235.

Tract 2:

A tract of land located and being in H.E.S. No. 97 of Section 14, Township 29 North, Range 16 West, P.M.M., Flathead County Montana, described as follows:
Commencing at Corner No. 1 of H.E.S. No. 97; thence along the South line of H.E.S. No. 97 toward Corner No. 2, South 88°21' East, a distance of 101.93 feet to a point in the Southeasterly right-of-way line of a Forest Service Road at the Point of Beginning;
thence continuing along the South line, South 88°21' East, a distance of 1099.55 feet to the Westerly right-of-way line of Burlington Northern Railroad, which point is in a 816.20 foot radius curve concave Easterly having a radial bearing of North 80°55'20" East;
thence Northerly along the curve through a central angle of 20°05'40", a distance of 286.17 feet to

a point;
thence continuing along the right-of-way line North 11°01' East, a distance of 271.75 feet to a point;
thence North 87°07'40" West, a distance of 173.94 feet to a point;
thence South 89°40' West, a distance of 416.01 feet to a point in the Southeasterly line of the Forest Service Road;
thence along the Southeasterly line South 41°53' West, a distance of 292.75 feet to a point;
thence South 65°34'45" West, a distance of 291.82 feet and South 29°14'05" West, a distance of 214.90 feet to the Point of Beginning.

Tract 3:

Tract 2 North and Tract 2 South of Certificate of Survey No. 22426, located and being in H.E.S. No. 97 of Section 14, Township 29 North, Range 16 West, P.M.M., Flathead County Montana

Tract 4:

Tract 3AA located in H.E.S. No. 868 of Section 14, Township 29 North, Range 16 West, P.M.M., Flathead County, Montana, as shown by the shaded area of the plat attached to instrument recorded February 3, 1989 as Document No. 89-034-14290, records of Flathead County, Montana. and

Lot 12 being a portion of H.E.S. No 868 in Section 14, Township 29 North, Range 16 West, M.P.M., Flathead County, Montana, more particularly described as follows:

Beginning at Corner No. 7 of H.E.S. No. 868;
thence East, a distance of 463.36 feet;
thence North 49°38' East, a distance of 156.50 feet;
thence North 41°53' East, a distance of 100.00 feet;
thence North 40°13' East, a distance of 200.00 feet;
thence North 43°54' East, a distance of 100.00 feet;
thence North 47°39' East, a distance of 100.00 feet;
thence North 58°56' East, a distance of 100.00 feet;
thence North 62°36' East, a distance of 124.12 feet;
thence North 89°17' West, a distance of 1060.70 feet to Corner No. 8 of H.E.S. No. 868;
thence South 05°31' West, a distance of 592.68 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Montana for highway purposes, by instrument recorded September 6, 1966 under Recorder's Fee #6119, in Book 484, Page 154, records of Flathead County, Montana.

Tract 5:

Lot 8 of Mountain Acres, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Tract 6:

Lot 11 of Mountain Acres, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Tract 7:

Lot 12 of Mountain Acres, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Tract 8:

Lot 13 of Mountain Acres, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Tract 9:

Lot 16 of Mountain Acres, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Tract 10:

Tract 3 of Certificate of Survey No. 22426, located and being in H.E.S. No. 97 of Section 14, Township 29 North, Range 16 West, P.M.M., Flathead County Montana.

Tract 11:

Tract 1 of Certificate of Survey No. 22425, located and being in H.E.S. No. 869 of Section 3 and Section 10, all in Township 29 North, Range 16 West, P.M.M., Flathead County, Montana.

ii. As security for Note 4291 Radify Essex executed and delivered to Stockman a Mortgage dated October 2, 2023, from Radify, as grantor, to the Bank, which was recorded October 19, 2023, under Document No. 202300018825 with the Flathead County, Montana Clerk and Recorder (the “4291 Mortgage”). The 4291 Mortgage encumbers the Encumbered Property. A true and correct copy of the 4291 Mortgage is attached hereto as **Exhibit E**.

6. Security Agreement. As additional security for Notes, Radify executed and delivered to the Bank the following Commercial Security Agreement:

i. As additional security for Note 3546, Radify executed and delivered to the Bank a Commercial Security Agreement dated October 2, 2023, which grants the Bank a security interest in all Inventory, Accounts, Chattel Paper, Equipment (including all titled vehicles) and General Intangibles, that certain U.S. Department of Agriculture Forest Service Special Use Permit dated January 9, 2023, and that certain Hotel Management Agreement dated September 1, 2022 (together, the “Personal Property Collateral”) (the “Security Agreement”). The Security Agreement contains a cross-collateralization provision and therefore also secures Note 4291. A true and correct copy of the 3546 Security Agreement is attached hereto as **Exhibit F**.

7. Priority. The Mortgages have priority over any lien of the Defendants on the Encumbered Property and Stockman’s security interest in the Personal Property Collateral has priority over any lien the Defendants may claim on the Personal Property Collateral. While one or more Defendants may claim some right, title, lien or interest in the property described in the Encumbered Property and Personal Property Collateral, their interests, if any, are junior, subordinate and subsequent to the rights and liens of Stockman.

8. Ownership of Encumbered Property. On the date of execution of the Notes, the Mortgages and the Security Agreement, Radify was, and is now, the owner of the Encumbered Property and Personal Property Collateral.

9. Assignment of Deposit Accounts. As additional security for Loan 3546, Radify executed and delivered to the Bank an Assignment of Deposit Accounts dated October 2, 2023, which grants the Bank a security interest in those certain checking accounts identified therein (the “Assignment”). A true and correct copy of the Assignment is attached hereto as **Exhibit G**.

10. Ownership of Loan Documents. Stockman is the owner and holder of the Notes, Mortgages, Security Agreement, Assignment, Guaranties, and related documents (the “Loan Documents”).

11. Default. Note 3546 matured on January 1, 2025, and Note 4291 matured on April 1, 2025. Defendants are in default by failing to pay the Notes in full at maturity. As of October 14, 2025, the cumulative amount owing under the Notes is \$9,402,514.90, which is calculated as follows:

Note 3546

Principal	\$7,192,315.05
Interest	\$ 189,660.36
Late Charges	\$ 3,927.68
Legal Fees	\$ 4,425.00
TOTAL	\$7,390,328.09

Note 4291

Principal	\$1,895,716.38
Interest	\$ 114,065.78
Late Charges	\$ 2,404.65
TOTAL	\$2,012,186.81

together with interest accruing on the principal balance of the Notes at the default rates set forth in the Notes, from and after October 14, 2025 until paid. Interest accrues at the per

diem rate of \$2,463.12/day on Note 3546 and the per diem rate of \$649.22/day on Note 4291.

12. Attorney Fees. Stockman has employed counsel to prosecute this action to foreclose the Mortgages and Security Agreement and is obligated to pay its attorneys a reasonable attorney fee for the services so rendered. Stockman is entitled to recover reasonable attorney fees by virtue of the attorney fee provisions contained in the Loan Documents.

13. Litigation Guarantee. Stockman obtained a foreclosure litigation guarantee on the Encumbered Property to determine the necessary and proper parties to this action. The cost of the foreclosure litigation guarantee is secured by the Mortgages in the same manner as the principal obligations.

14. Advances. It may become necessary for Stockman to make additional advances during the pendency of this action for the payment of taxes, insurance premiums or other expenses required for the preservation of the Encumbered Property and the Personal Property Collateral; such advances are secured by the Mortgages and Security Agreement in the same manner as the principal obligations.

15. No Other Action. Stockman has no other plain, speedy or adequate remedy at law, and no other proceeding at law or in equity has been commenced or is pending to collect the Notes or foreclose the Mortgages.

WHEREFORE, Stockman requests judgment as follows:

A. For judgment, jointly and severally, against Defendants in the amount of: (i) \$7,390,328.09 on Note 3546, together with interest accruing on the principal portion

thereof, at the default interest rate set forth in Note 3546 from and after October 14, 2025 (\$2,463.12 per diem), until the date of entry of judgment herein; (ii) \$2,012,186.81 on Note 4291, together with interest accruing on the principal portion thereof, at the default interest rate set forth in Note 4291 from and after October 14, 2025 (\$649.22 per diem), until the date of entry of judgment herein; (iii) the cost of the foreclosure litigation guarantee; (iv) Stockman's reasonable attorney fees and costs; (v) any advances by Stockman while this action is pending for taxes, insurance premiums or other advances required to preserve the Encumbered Property and the Personal Property Collateral; and (vi) interest on all of the foregoing from the date of entry of judgment until paid in full at the applicable judgment rate.

B. That the Court declare the total amount due to Stockman for principal, interest, attorney fees, costs and all other charges or expenses Stockman may pay in connection with the Encumbered Property and Personal Property Collateral in this action, to be superior to all other liens, encumbrances, claims or interests of the Defendants to the Encumbered Property and the Personal Property Collateral;

C. That the Mortgages and Security Agreement be foreclosed and the usual decree made for a sheriff's sale of the Encumbered Property, according to law and the practice of the Court; that the sheriff's sale be for cash, except that Stockman be allowed to credit bid for all sums owed to it under the foreclosure decree; that the proceeds from the sheriff's sale be applied to payment of the amounts due to Stockman, with any excess deposited with the Court for distribution pursuant to further order of the Court; and that

Stockman have judgment and execution against the judgment debtors for any deficiency remaining after applying the proceeds to the amounts due Stockman;

D. That the Security Agreement covering the Personal Property Collateral be foreclosed and that Stockman be granted an order granting it possession of the Personal Property Collateral and authorizing it to liquidate the same, by public or private sale, as authorized by law;

E. That the Defendants and all persons claiming by, through or under them, subsequent to the execution of the Mortgages and junior to the Security Agreement herein foreclosed, whether as purchaser, encumbrancer or otherwise, and all persons claiming to have acquired any right, title or interest in the Encumbered Property and Personal Property Collateral, be forever barred and foreclosed of and from any right, claim, lien or equity of redemption in the Encumbered Property and Personal Property Collateral, and that the purchaser at the sheriff's sale be entitled to immediate possession of the Encumbered Property as allowed by law, subject only to such statutory right of redemption the Defendants may have to the Encumbered Property as provided by law;

F. That Stockman may become a purchaser at the sheriff's sale; that the Sheriff of Flathead County execute deeds and all other documents necessary to transfer title to the Encumbered Property to the purchaser or purchasers at the sheriff's sale; that upon such sale the purchaser be let into possession of the Encumbered Property; that if possession is not surrendered to the purchaser, a writ of assistance be issued directing the Sheriff of Flathead County to deliver possession of the Encumbered Property to the purchaser; and

that the purchaser receive all rents and profits from the Encumbered Property after the date of the sheriff's sale; and

G. For such further relief as the Court deems just and proper.

Dated this 14th day of October, 2025.

CROWLEY FLECK PLLP

By 
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