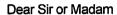
WILCOX ABSTRACT AND TITLE

307 W. Burkitt Sheridan, WY 82801 307-672-0768

February 27, 2017

Premier Home Mortgage Inc Attn: Final Docs 3024 Tower Rd Rapid City, SD 57701



Enclosed please find:

- Alta Loan Policy #49182-M
- Mortgage recorded in Book 947, Page 609

Feel free to call with any questions or concerns.

Sincerely,

Jodi Ilgen Wilcox Abstract





Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

Loan Policy

5011356-0008514e

-- COVERAGE IS LIMITED TO THE INTEREST OF THE MORTGAGEE ONLY --

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- Any defect in or lien or encumbrance on the Title. This Covered Risk Includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Unmarketable Title.
- 4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:

File #: 49182 Loan #: *****

Dennis J. Gilmore

President

lypry y trouson

Jeffrey S. Robinson Secretary WILCOX ABSTRACT & TITLE

307 WEST BURKITT SHERIDAN, WY 82801 (307) 672-0768 EST. 1912

This jacket was created electronically and constitutes an original document

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

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SCHEDULE A

First American Title Insurance Company

Policy No.: 49182

Address Reference: 17 Canvasback Rd, Sheridan, WY

Amount of Insurance: \$238,095.00 Premium: \$470.00

Date of Policy: January 24, 2017 at 04:21 PM MDT

Name of Insured:

Mortgage Electronic Registration Systems, Inc. solely as nominee for Premier Home Mortgage, Inc, its successors and or assigns as their respective interests may appear

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

Steve Heil, a single person

4. The Insured Mortgage, and its assignments, if any, are described as follows:

Mortgagor:

Steve Heil, a single person

Mortgagee:

Mortgage Electronic Registration Systems, Inc. solely as nominee for Premier

Home Mortgage, Inc

Original Amount:

\$238,095.00

Dated:

January 23, 2017

Recorded:

January 24, 2017

Recording No.: Bo

Book 947, Page 609

5. The Land referred to in this policy is described as follows:

A tract of land situated in the N½NW¼ of Section 34, Township 55 North, Range 84 Wes of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows:

Beginning at a point, said point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S18°39'52"W, 97.12 feet along the west line of said Lot 2 to a point on the north right-of-way line of Canvasback Road, said point, being the southwest corner of said Lot 2; thence N70°55'34"W, 108.38 feet along said north right-of-way line to a point; thence through a curve to the right having a delta of 86°43'10", a radius of 30.00 feet, a length of 45.42 feet, a chord bearing of N27°32'50"W, and a chord length of 41.20 feet along said north and east right-of-way line of said Canvasback Road to a point; thence N15°49'09"E, 40.00 feet along said east right-of-way line to a point; thence S82°35'37"E, 142.85 feet to the point of beginning.

6. This policy incorporates by reference those WY-ALTA endorsements selected below:

[X] WY-ALTA 8.1-06

(Environmental Protection Lien) Paragraph b refers to the following state statute(s): None

[X] WY-ALTA 9-06

(Restrictions, Encroachments, Minerals)

[X] WY-ALTA 22-06

(Location) The type of improvement is a residential structure, and the street address is

shown above.

The coverage of this Mortgage Policy is limited to the interest of the Mortgagee only.

SCHEDULE B

Policy No.: 49182

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

PART I

- 1. (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, (d) Matters imposed or created by tribal government concerning the land and/or the right of access thereto, whether or not the matters excepted under (a), (b) (c) or (d) are shown by the public records.
- 2. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
- 3. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 4. The Land is located in the Big Horn Water District and may be subject to annual assessments and/or periodic charges.
- 5. Easement, including terms and conditions contained therein: Granted to: Continental Pipe Line Co. For: Pipeline Recorded: May 14, 1963 Recording Information: Book 141, Page 375.
- 6. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co. For: Electric Line Recorded: May 26, 1964 Recording Information: Book 145, Page 548.
- 7. An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith Knode and Board of County Commissioners Recorded April 18, 1991, Book 341, Page 17.
- Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes, recorded April 23, 1991 in Book 341, Page 52.
- An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith O. Knode and Jack B. and Mary P. Christen and Willliam A. Christen Recorded April 23, 1991, Book 341, Page 54.
- 10. An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith O. Knode Recorded April 24, 1991, Book 341, Page 86.
- 11. Water Service Permit including the conditions thereof: Granted from: Sheridan Area Water Supply Joint Powers Board; Recorded February 21, 1995, Book 372, Page 312.

SCHEDULE B

Policy No.: 49182

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

NONE

Issued by

First American Title Insurance Company

Date of Endorsement: January 24, 2017 at 04:21 PM MDT

Premium: \$n/a

The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over

- any environmental protection lien that, at Date of Policy, is recorded in those records (a) established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
- any environmental protection lien provided by any state statute in effect at Date of (b) Policy, except environmental protection liens provided by the following state statutes: None

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association WY - ALTA 8.1-06 (Environmental Protection Lien) Adopted 6/17/06

First American Title Insurance Company

Cut & Johnson

Issued by First American Title Insurance Company

Date of Endorsement: January 24, 2017 at 04:21 PM MDT

Premium: \$n/a

The Company insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage sustained by reason of:

- The existence, at Date of Policy, of any of the following:
 - Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements
 on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded
 or filed in the Public Records.
 - ii. Any Instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - iii. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.

Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:

- a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
- b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
- Damage to existing improvements, including lawns, shrubbery, or trees:
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
- 4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
- 5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1.b.i. and 5, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association

WY - ALTA 9-06 (Restrictions, Encroachments, Minerals)

Adopted 6/17/06

-Authorized Countersignature

First American Title Insurance Company

Cout B. Johnson

BY

PRESIDENT

AFTEST

SECRETAR

Issued by

First American Title Insurance Company

Date of Endorsement: January 24, 2017 at 04:21 PM MDT

Premium: \$n/a

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 17 Canvasback Rd, Sheridan, WY, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association WY - ALTA 22-06 (Location) Adopted 6/17/06

First American Title Insurance Company

Cut B. Johnson

WILCOX ABSTRACT AND TITLE

307 W. Burkitt Sheridan, WY 82801 307-672-0768

February 27, 2017

Steve Heil 17 Canvasback Sheridan, WY 82801

Dear Sir or Madam

Enclosed please find:

- ALTA Owner's Policy # 49182
- Warranty Deed Recorded in Book 564 Page 577

Feel free to call with any questions or concerns.

Sincerely,

Jodi Ilgen Wilcox Abstract





Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

Owner's Policy

5011456-0003883e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law:
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Unmarketable Title.
- 4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:

File #: 49182

Dennis J. Gilmore

President

Jeffrey S. Robinson Secretary WILCOX ABSTRACT & TITLE

307 WEST BURKITT SHERIDAN, WY 82801 (307) 672-0768 EST. 1912

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

This jacket was created electronically and constitutes an original document

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SCHEDULE A

First American Title Insurance Company

Policy No.: 49182-0

Address Reference: 17 Canvasback Rd, Sheridan, WY

Amount of Insurance: \$260,000.00

Date of Policy: January 24, 2017 at 04:21 PM MDT

Premium: \$990.00

1. Name of Insured:

Steve Heil

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Steve Heil, a single person

4. The Land referred to in this policy is described as follows:

A tract of land situated in the N½NW¼ of Section 34, Township 55 North, Range 84 Wes of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows:

Beginning at a point, said point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S18°39'52"W, 97.12 feet along the west line of said Lot 2 to a point on the north right-of-way line of Canvasback Road, said point, being the southwest corner of said Lot 2; thence N70°55'34"W, 108.38 feet along said north right-of-way line to a point; thence through a curve to the right having a delta of 86°43'10", a radius of 30.00 feet, a length of 45.42 feet, a chord bearing of N27°32'50"W, and a chord length of 41.20 feet along said north and east right-of-way line of said Canvasback Road to a point; thence N15°49'09"E, 40.00 feet along said east right-of-way line to a point; thence S82°35'37"E, 142.85 feet to the point of beginning.

SCHEDULE B

Policy No.: 49182

PART I

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

- 1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. 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.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and 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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. The Land is located in the Big Horn Water District and may be subject to annual assessments and/or periodic charges.
- 9. Easement, including terms and conditions contained therein: Granted to: Continental Pipe Line Co. For: Pipeline Recorded: May 14, 1963 Recording Information: Book 141, Page 375.
- 10. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co. For: Electric Line Recorded: May 26, 1964 Recording Information: Book 145, Page 548.
- 11. An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith Knode and Board of County Commissioners Recorded April 18, 1991, Book 341, Page 17.
- 12. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes, recorded April 23, 1991 in Book 341, Page 52.
- 13. An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith O. Knode and Jack B. and Mary P. Christen and Willliam A. Christen Recorded April 23, 1991, Book 341, Page 54.

- Continued -

- 14. An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith O. Knode Recorded April 24, 1991, Book 341, Page 86.
- 15. Water Service Permit including the conditions thereof: Granted from: Sheridan Area Water Supply Joint Powers Board; Recorded February 21, 1995, Book 372, Page 312.
- 16. Mortgage and the terms and conditions thereof: Mortgagor: Steve Heil, Mortgagee: Premier Home Mortgage, Inc. (MERS), in the original amount of \$238,095.00, Recorded: January 24, 2017 in Book: 947, Page 609.

WILCOX ABSTRACT AND TITLE

307 W. Burkitt Sheridan, WY 82801 307-672-0768

February 27, 2017

Premier Home Mortgage Inc Attn: Final Docs 3024 Tower Rd Rapid City, SD 57701

Dear Sir or Madam

Enclosed please find:

- Alta Loan Policy #49182-M
- Mortgage recorded in Book 947, Page 609

Feel free to call with any questions or concerns.

Sincerely,

Jodi Ilgen Wilcox Abstract



WILCOX ABSTRACT AND TITLE

307 W. Burkitt Sheridan, WY 82801 307-672-0768

February 27, 2017

Steve Heil 17 Canvasback Sheridan, WY 82801

Dear Sir or Madam

Enclosed please find:

- ALTA Owner's Policy # 49182
- Warranty Deed Recorded in Book 564 Page 577

Feel free to call with any questions or concerns.

Sincerely,

Jodi Ilgen Wilcox Abstract





2017-732441 1/24/2017 4:19 PM PAGE: 1 OF 2

BOOK: 44 PAGE: 438 FEES: \$15.00 KK POWER OF ATTORNEY EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Jacklyn Kay Van Mark of 4568 Rd. 62, Torrington, WY 82240, does hereby knowingly and voluntarily make, constitute, and appoint Debra June Wendtland, of 20 Goldeneye Drive, Sheridan, WY 82801 as her true and lawful attorney-in-fact to act for and on her behalf, and does hereby give and grant unto said attorney-in-fact full power to negotiate, communicate about, execute, accept, reject and/or administer any deed, contract, agreements, instruments, assignments, closing statement, tax allocation form, tax disclosure, release, ratification or other documents, instruments, declarations or notifications reasonably necessary for the purpose of closing on the real property having a physical address of 17 Canvasback Actiberhent////FRPANY/bl/cody/bf/which/hs/battached/hereto/bhc/by/this/heference ~intediral which / Action / Jay / Exhibit / 1/k7 / Jand / Arty / Amendinemis/ 1.6/ Abhid/ RiPA/ /cxpressly bxbouted/or approved by/md./and/doncerning/real/property/,/improvements/and/pensonal/ property that are located in Sheridan County, Wyoming, said lands and improvements being more particularly described as set forth in the attached Exhibit "A' /ơ// /á/// amendment(s) to/said/RANexecuted or/expressly/approved/by-me.

FURTHER, Jacklyn Kay Van Mark does hereby authorize her aforesaid attorney-in-fact to do and perform all necessary acts in the execution of the aforesaid authorizations with the same validity that Debra June Wendtland could effect herself. Any act or thing done hereunder by said attorney-in-fact shall be lawfully binding on Jacklyn Kay Van Mark and her authorized legal and personal representatives, successors and assigns and shall not lapse until such time as a revocation hereof is executed.

2017-732441 1/24/2017 4:19 PM PAGE: 2 OF 2
BOOK: 44 PAGE: 439 FEES: \$15.00 KK POWER OF ATT

BOOK: 44 PAGE: 439 FEES: \$15.00 KK POWER OF ATTORNEY EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

PROVIDED, however, that all business transacted hereunder for Jacklyn Kay

Van Mark shall be transacted only in the name of "Jacklyn Kay Van Mark" and that all

instruments and endorsements executed by her said attorney-in-fact for the purpose of

carrying out the foregoing powers shall contain the name of "Jacklyn Kay Van Mark"

followed by that of her said attorney-in-fact and designation "Attorney-in-Fact" and

expressly referencing this instrument as necessary.

FURTHER, this Limited Power of Attorney shall be immediately effective as of the date of execution.

IN WITNESS WHEREOF. Jacklyn Kay Van Mark executes this Limited Power of Attorney this 22 day of Necember Jackiyn Kay Van Mark STATE OF WYOMING NO. 2017-732441 POWER OF ATTORNEY EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK SS. WILCOX AGENCY County of Gostien SHERIDAN WY 82801 The foregoing instrument was voluntarily executed and fully acknowledged before me by Jacklyn Kay Van Mark this 22 day of December 1 WITNESS my hand and official seal. Eleanor Marts - Notary Public County of State c Goshen Wyoming My Commission Expires March 19, 2018 My Commission expires: ____ 3/19/18

EXHIBIT 'A'

A tract of land situated in the N1/2NW1/4 of Section 34, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows: Beginning at a point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S 18 degrees 39'52"W, 97.12 feet along the west line of said Lot 2 to a point on the north right-of-way line of Canvasback Road, said point, being the southwest corner of said Lot 2; thence N 70 degrees 55'34"W, 108.38 feet along said north right-of-way line to a point; thence through a curve to the right having a delta of 86 degrees 43'10", a radius of 30.00 feet, a length of 45.42 feet, a chord bearing of N27 degrees 32'50"W, and a chord length of 41.20 feet along said north and

and east right-of-way line of said Canvasback Road to a point; thence N15 degrees 49'09E 40.00 feet along said east right-of-way line to a point; thence S82 degrees 35'37"E, 142.85 feet to the point of beginning.

OWNER'S AFFIDAVIT

to

FIRST AMERICAN TITLE INSURANCE COMPANY

The undersigned, being first duly sworn, deposes and says:

1. That they are the owner of following described land in Wyoming:

That has the address of: 17 Canvasback Rd, Sheridan, WY; (55/84 Sec. 34 pt NWNW)

	2. There have been no repairs, works	s of improvement or materials furnis	shed on the land within the last 180 days, or that
	could otherwise result in a lien, excep	ot:	
	NONE		
	Description of Improvement:	At a	cost of \$
	Will be completed on:	At a	cost of \$
	Paid to:		
	2. There are no public improvements	s affecting the land that would give i	rise to a special tax or assessment after the date of
	closing, except:	, ancoming the land that we are give	
	NONE		
	OTHER		
	4. That there is no other person(s) in☑ NONE☐ OTHER		permitted to use of the land other than:
		ts, leases, easements or other agree	ements or interests relating to the land, except:
	the title insurance commitment and the NONE	any matters of title which may arise of e date of recordation of the documen	or be recorded against the land between the date on the creating the interest being insured, except:
	subsidiaries to issue its Policy(s) of	se of inducing First American Title f Title Insurance. The undersigned a of any misrepresentation and/or untr	Insurance Company and its agents, offices an acknowledges that he has read the foregoing and rue statements made herein and indemnifies and by reason of its reliance upon the statements an
	representations made herein.	Company namiless against liability	by reason or its reliance upon the statements an
	Dated this 9 day of	Jebra J. W.	2016.
elclu	They afformed in		
elele	Jacklyn Van Mark	V	
elili	Jacklyn Van Mark	0	
eleh	Jacklyn Van Mark State of)	0	
elili	Jacklyn Van Mark	0	
elelu	Jacklyn Van Mark State of) ss		, 2018.

BORROWER'S AFFIDAVIT

0

FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Steve Heil, a single person who, after being first duly sworn, depose(s) and say(s) that he/she/they/it are the owner(s) of the following described land: 17 Canvasback Rd, Sheridan, WY; (55/84 Sec. 34 pt NWNW)

and more particularly described in the mortgage in favor of Premier Home Mortgage, Inc. dated 01/23/17 securing the sum of \$238,095.00 and filed or to be filed for record in the office of the County Clerk, it is represented shall be a first mortgage lien on said land. That, to the best of the Affiants knowledge:

1. There have been no repairs, works of improvement or materials furnished on the lan otherwise result in a lien, except:	nd within the last 180 days, or that could
#NONE	
□ Description of Improvement:	ant of C
Was completed on:At a c Will be completed on:At a c	ost of \$
Paid to:	
2. That there is no other person(s) in possession of or who have been permitted to use NONE OTHER	e of the land other than:
3. There are no unrecorded contracts, leases, easements or other agreements or inter- NONE OTHER	ests relating to the land, except:
4. That there are no bankruptcy proceedings or other matters pending in any court that except: ☐ NONE ☐ OTHER	t would result in an encumbrance on title
5. That affiant has no knowledge of any matters of title which may arise or be recorded a title insurance commitment and the date of recordation of the documents creating the interNONE OTHER	against the land between the date of the rest being insured, except:
This Affidavit is given for the purpose of inducing First American Title Insurance Consubsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges the understands the legal aspects of any misrepresentation and/or untrue statements made American Title Insurance Company harmless against liability by reason of its reliance unade herein.	at he has read the foregoing and fully herein and indemnifies and holds First
Dated this day of	, 2017.
Steve Heil	·
State of	
County of Should)ss	
Subscribed and sworn this day of	, 2017.
Witness my hand and official seal.	and The State of t
Netary Public	My Commission Expires May 13. 2018 OBLIC OUNTY WORKSTON MAY COMMISSION EXPIRES OUNTY WORKSTON OUNTY WO



First American Title™

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Loan Policy

5011356-0007151e

-- COVERAGE IS LIMITED TO THE INTEREST OF THE MORTGAGEE ONLY --

POLICY NUMBER

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance:
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Unmarketable Title.
- 4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

Jeffrey J. Probinson

For Reference:

File #: 46697 Loan #: *****

WILCOX ABSTRACT & TITLE

307 WEST BURKITT SHERIDAN, WY 82801 (307) 672-0768 EST. 1912

This jacket was created electronically and constitutes an original document

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

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Form 5011356 (7-1-14)

Page 1 of 6

ALTA Loan Policy of Title Insurance (6-17-06)

SCHEDULE A

First American Title Insurance Company

Policy No.: 46697

Address Reference: 17 Canvasback Road, Sheridan, WY

Amount of Insurance: \$176,000.00 Premium: \$394.00

Date of Policy: May 7, 2015 at 04:17 PM MDT

1. Name of Insured:

Mortgage Electronic Registration Systems, Inc. solely as nominee for First Interstate Bank

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

Jacklyn Van Mark, a single person

4. The Insured Mortgage, and its assignments, if any, are described as follows:

Mortgagor:

Jacklyn Van Mark, a single person

Mortgagee:

Mortgage Electronic Registration Systems Inc. solely as nominee for First

Interstate Bank

Original Amount:

\$176,000.00

Dated:

April 27, 2015

Recorded:

May 7, 2015

Recording No.:

Book 904, Page 463

5. The Land referred to in this policy is described as follows:

A tract of land situated in the N½NW¼ of Section 34, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows:

Beginning at a point, said point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S18°39'52"W, 97.12 feet along the west line of said Lot 2 to a point on the north right of way line of Canvasback Road, said point, being the southwest corner of said Lot 2; thence N70°55'34"W, 108.38 feet along said north right of way line to a point; thence through a curve to the right having a delta of 86°43'10", a radius of 30.00 feet, a length of 45.42 feet, a chord bearing of N27°32'50"W, and a chord length of 41.20 feet along said north and east right of way line of said Canvasback Road to a point; thence N15°49'09"E, 40.00 feet along said east right of way line to a point; thence S82°35'37"E, 142.85 feet to the point of beginning

This policy incorporates by reference those WY-ALTA endorsements selected below:

[X] WY-ALTA 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state

statute(s): None

[X] WY-ALTA 9-06 (Re

(Restrictions, Encroachments, Minerals)

[X] WY-ALTA 22-06 (Location) The type of improvement is a residential structure, and the street

address is shown above.

The coverage of this Mortgage Policy is limited to the interest of the Mortgagee only.

SCHEDULE B

Policy No.: 46697

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

PART I

- (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, (d) Matters imposed or created by tribal government concerning the land and/or the right of access thereto, whether or not the matters excepted under (a), (b) (c) or (d) are shown by the public records.
- 2. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
- 3. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 4. The Land is located in the Big Horn Water District and may be subject to annual assessments and/or periodic charges.
- 5. Easement, including terms and conditions contained therein: Granted to: Continental Pipe Line Co. For: Pipeline Recorded: May 14, 1963 Recording Information: Book 141, Page 375.
- 6. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co. For: Electric LIne Recorded: May 26, 1964 Recording Information: Book 145, Page 548.
- 7. An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith Knode and Board of County Commissioners Recorded April 18, 1991, Book 341, Page 17.
- 8. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes, recorded April 23, 1991 in Book 341, Page 52.
- 9. An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith O. Knode and Jack B. and Mary P. Christen and William A. Christen Recorded April 23, 1991, Book 341, Page 54.
- 10. An agreement including the conditions thereof: Between Ralph H. Knode, Jr. and Judith O. Knode Recorded April 24, 1991, Book 341, Page 86.
- 11. Water Service Permit including the conditions thereof: Granted from: Sheridan Area Water Supply Joint Powers Board; Recorded February 21, 1995, Book 372, Page 312.

SCHEDULE B

Policy No.: 46697

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

NONE

Premium: \$n/a

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: May 7, 2015 at 04:17 PM MDT

The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over

- (a) any environmental protection lien that, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
- any environmental protection lien provided by any state statute in effect at (b) Date of Policy, except environmental protection liens provided by the following state statutes: None

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association WY - ALTA 8.1-06 (Environmental Protection Lien) Adopted 6/17/06

First American Tifle Insurance Company

BY (ut S. Johnson PRESIDENT

AFTEST Printley SECRETAL

Issued by First American Title Insurance Company

Date of Endorsement: May 7, 2015 at 04:17 PM MDT

Premium: \$n/a

The Company insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage sustained by reason of:

- The existence, at Date of Policy, of any of the following: 1.
 - Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - Unless expressly excepted in Schedule B
 - Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the ii. Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - Any encroachment of existing improvements located on the Land onto adjoining land, or any iii. encroachment onto the Land of existing improvements located on adjoining land.
 - Any encroachment of existing improvements located on the Land onto that portion of the Land iv. subject to any easement excepted in Schedule B.
 - Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.

Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:

- the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
- the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
- Damage to existing improvements, including lawns, shrubbery, or trees: 3.
 - that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved:
 - resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
- Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in 4.
- Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any 5. violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1.b.i. and 5, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association

WY - ALTA 9-06 (Restrictions, Encroachments, Minerals)

Adopted 6/17/06

Authorized Countersignature

First American Title Insurance Company

Cut B. Johnson PRESIDENT

Premium: \$n/a

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: May 7, 2015 at 04:17 PM MDT

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 17 Canvasback Road, Sheridan, WY, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association WY - ALTA 22-06 (Location) Adopted 6/17/06

First American Title Insurance Company

(ut B. Johnson



OWNER'S AFFIDAVIT to FIRST AMERICAN TITLE INSURANCE COMPANY

The undersigned, being first duly sworn, deposes and says:

1. That they are the owner of following described land in Wyoming:

That has the address of: 17 Canvasback Road, Sheridan, WY; (55/84, S	Sec 34, pt NWNW)
That to the best of the Affiant's knowledge:	
There have been no repairs, works of improvement or materials furnis could otherwise result in a lien, except: NONE NONE Paradiation of Improvement.	
Description of Improvement:At a	2 to 1200
Will be completed on: At a	cost of \$
Paid to:	
3. There are no public improvements affecting the land that would give r closing, except: NONE OTHER	
4. That there is no other person(s) in possession of or who have been possession or who have been possession of or who have	
5. There are no unrecorded contracts, leases, easements or other agree NONE	
6. That there are no bankruptcy proceedings or other matters pending ir title, except: NONE OTHER	
7. That affiant has no knowledge of any matters of title which may arise of the title insurance commitment and the date of recordation of the document NONE OTHER	ts creating the interest being insured, except:
This Affidavit is given for the purpose of inducing First American Title subsidiaries to issue its Policy(s) of Title Insurance. The undersigned a fully understands the legal aspects of any misrepresentation and/or unto holds First American Title Insurance Company harmless against liability representations made herein.	acknowledges that he has read the foregoing and ue statements made herein and indemnifies and
Dated this 27th day of April Jacklyn Van Mark	, 2015.
State of Wyoning)	
County of Sheridan	
Subscribed and sworn this 27th day of April	, 2015.
Witness my hand and official seal.	1. Culver
Notary Public	
	CATHERINE M. CULVER - NOTARY PUBLIC
	STATE OF
	THE PROPERTY OF THE PROPERTY OF THE PARTY OF

CATHERINE M. CULVER - NOTARY PUBLIC
COUNTY OF
SHERIDAN
My Commission Expires November 30, 2018



Wilcox Abstract & Title Title Insurance Policy Receipt

File No. 34726 Loan Policy 50232-N Owner Policy	
Documents Attached: MTG	DEED
REL	ASSN
Legal 55.84 Sec. 34 NILL PF	-
Delivered to: Frank	Date: 10.31.07
Received by: 1mg mg	

THE SHOW PRINCE OF STREET Constitution of the second of

Form No. 1056 (6/87) ALTA Loan Policy [3/92]

Form of Policy: ALTA LOAN - WYO

Policy No. 3-20232-M

Amount \$30,000.00

Charges \$227.00

SCHEDULE A

Effective Date: June 28, 2007 at 2:15 P.M. MDT

NAME OF INSURED

First Interstate Bank

1. The estate or interest in the land which is encumbered by the insured mortgage is:

FEE

2. Title to the estate or interest in the land is vested in:

Jacklyn Van Mark a single person

3. The insured mortgage and assignments, if any, are described as follows:

A Mortgage to secure an indebtedness in the original principal sum of \$30,000.00 recorded June 28, 2007, in Book 674 at page 191

Dated: June 22, 2007

Mortgagor: Jacklyn VanMark, a single person

Mortgagee: First Interstate Bank

4. The land referred to in this policy is described as follows:

A tract of land situated in the N1/2NW1/4 of Section 34, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows: Beginning at a point, said point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S18°39′52″W, 97.12 feet along the west line of Lot 2 to a point on the north right-of-way line of Canvasback Road, said point being the southwest corner of said Lot 2; thence N70°55′34″W, 108.38 feet along said north right-of-way line to a point; thence through a curve to the right having a delta of 86°43′10″, a radius of 30.00 feet, a length of 45.42 feet, a chord bearing N27°32′50″W, and a chord length of 41.20 feet along said north and east right-of-way line of said Canvasback Road to a point; thence N15°49′09″E 40.00 feet along said east right-of-way line to a point; thence S82°35′37″E, 142.85 feet to the point of beginning.

Legging Agent

Form No. 1056 (6/87)WY ALTA Loan Policy [3/92]

Policy No. 3-20232-M

SCHEDULE B

PART I

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) by reason of the following:

- 1. Rights or claims of parties in possession not shown by the public records.
- Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by 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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
- 7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS.

- 8. The land appears to be located in the Big Horn Water District and may be subject to annual assessments and/or periodic charges.
- 9. Easement as granted to Continental Pipe Line Company, a Delaware corporation, for the pipeline and incidental purposes as contained in instrument recorded May 14, 1963 in Book 141 of Deeds, Page 375.
- 10. Easement as granted to Montana-Dakota Utilities Co. for the electric line and incidental purposes as contained in instrument recorded May 26, 1964 in Book 145 of Deeds, Page 548.
- 11. Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode and Board of County Commissioners of Sheridan County, Wyoming, contained in instrument recorded April 18, 1991, in Book 341, Page 17.
- 12. Covenants, conditions and restrictions, as contained in Instrument recorded April 23, 1991 in Book 341, Page 52, Records of Sheridan County, Wyoming, 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 the such covenants, conditions or restriction violate 32 USMC 3604(c).
- 13. Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode, as tenants in common, and Jack B. and Mary P. Christen and William A. Christen, contained in instrument recorded April 23, 1991, in Book 341, Page 54.

Form No. 1056 (6/87)WY ALTA Loan Policy [3/92]

- Consent as contained in instrument recorded April 23, 1991 in Book 341 of Deeds, Page 14. 57.
- Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode, contained 15. in instrument recorded April 24, 1991, in Book 341, Page 86.
- 16. Notice of Water Service Permit as contained in instrument recorded February 21, 1995 in Book 372 of Deeds, Page 312.
- A Mortgage entitled to secure an indebtedness in the original principal sum of 17. \$175,000.00 and any other amounts and/or obligations secured thereby, recorded October 8, 2004, in Book 580, Page 63. Dated: October 8, 2004

Mortgagor: Jacklyn Van Mark Mortgagee: First Interstate Bank

Form No. 1056 (6/87) ALTA Loan Policy [3/92]

. . . .

Policy No. 3-20232-M

SCHEDULE B

Part II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

NONE

Form No. 1056.92 (10/17/92)ALTA Loan Policy Form 1 1100111P109400

WILCOX ABSTRACT & TITLE

307 WEST BURKITT SHERIDAN, WY 82801 (307) 672-0768

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- Title to the estate or interest described in Schedule A being vested other than as stated therein;
- Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title;
- Lack of a right of access to and from the land; 4.
- 5. The invalidity or unenforceability of the lien of the insured mortgage upon the title:
- The priority of any lien or encumbrance over the lien of the insured mortgage;
- Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy: or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
- Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
- The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

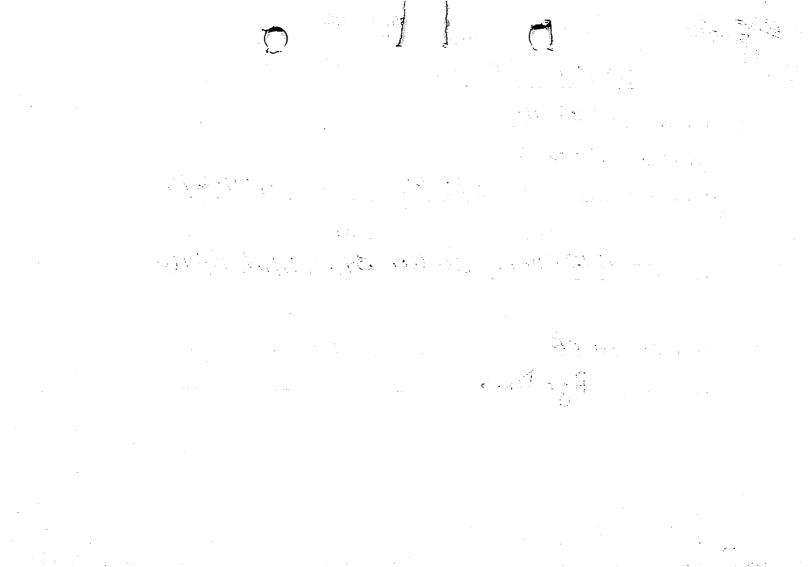
First American Title Insurance Company

BY Yary L. Germott PRESIDENT

ATTEST Mark & Arrison SECRETARY

Wile Stract & Title
Title In. 2 Policy Receipt

File No
Loan Policy
Owner Policy
Documents Attached: MTG 580-63 DEED 457-299
RELASSN Legal Pt N'12NW'14 Section 34, T55N, R84W
Delivered to: JebB Date:
Received by: Roger Davs



Form No. 1402 (6/87) ALTA Owner's Policy [3/92]

Form of Policy: ALTA OWNER'S - WYO

Policy No. 3-17162-0

Amount \$175,000.00

Charges \$753.00

SCHEDULE A

Effective Date: October 8, 2004 4:10 P.M. MDT

NAME OF INSURED

Jacklyn Van Mark

1. The estate or interest in the land described or referred to in this schedule covered by this Policy is:

FEE

- 2. Title to the estate or interest covered by this policy at the date hereof is vested in the insured.
- 3. The land referred to in this policy is described as follows:

A tract of land situated in the N1/2NW1/4 of Section 34, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows: Beginning at a point, said point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S18°39′52″W, 97.12 feet along the west line of Lot 2 to a point on the north right-of-way line of Canvasback Road, said point being the southwest corner of said Lot 2; thence N70°55′34″W, 108.38 feet along said north right-of-way line to a point; thence through a curve to the right having a delta of 86°43′10″, a radius of 30.00 feet, a length of 45.42 feet, a chord bearing N27°32′50″W, and a chord length of 41.20 feet along said north and east right-of-way line of said Canvasback Road to a point; thence N15°49′09″E 40.00 feet along said east right-of-way line to a point; thence S82°35′37″E, 142.85 feet to the point of beginning.

Issuing Agent

Form No. 1402 (6/87)WY ALTA Owner's Policy [3/92]

Policy No. 3-17162-0

SCHEDULE B

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) by reason of the following:

- 1. Rights or claims of parties in possession not shown by the public records.
- Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by 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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
- 7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2004 AND SUBSEQUENT YEARS.

Form No. 1402 (6/87)WY ALTA Owner's Policy [3/92]

- The land appears to be located in the Big Horn Water District and may be subject to annual assessments and/or periodic charges.
- 9. Easement as granted to Continental Pipe Line Company, a Delaware corporation, for the pipeline and incidental purposes as contained in instrument recorded May 14, 1963 in Book 141 of Deeds, Page 375.
- 10. Easement as granted to Montana-Dakota Utilities Co. for the electric line and incidental purposes as contained in instrument recorded May 26, 1964 in Book 145 of Deeds, Page 548.
- 11. Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode and Board of County Commissioners of Sheridan County, Wyoming, contained in instrument recorded April 18, 1991, in Book 341, Page 17.
- 12. Covenants, conditions and restrictions, as contained in Instrument recorded April 23, 1991 in Book 341, Page 52, Records of Sheridan County, Wyoming, 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 the such covenants, conditions or restriction violate 32 USMC 3604(c).
- 13. Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode, as tenants in common, and Jack B. and Mary P. Chrispen and William A. Chrispen, contained in instrument recorded April 23, 1991, in Book 341, Page 54.
- 14. Consent as contained in instrument recorded April 23, 1991 in Book 341 of Deeds, Page 57.
- 15. Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode, contained in instrument recorded April 24, 1991, in Book 341, Page 86.
- 16. Notice of Water Service Permit as contained in instrument recorded February 21, 1995 in Book 372 of Deeds, Page 312.
- 17. A Mortgage entitled to secure an indebtedness in the original principal sum of \$175,000.00 and any other amounts and/or obligations secured thereby, recorded October 8, 2004, in Book 580 at page 63

Dated: October 8, 2004

Mortgagor: Jacklyn Van Mark, an unmarried person

Mortgagee: First Interstate Bank







First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2. Any defect in or lien or encumbrance on the title:
- 3. Unmarketability of the title;

4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

WILCOX ABSTRACT & TITLE

307 WEST BURKITT SHERIDAN, WY 82801 (307)672-0768 EST, 1912

First American Title Insurance Company

ATTEST

1958119

SECRETARY

PRESIDENT

Form of Policy: ALTA LOAN - WYO

Policy No. 3-17162-M

Amount \$175,000.00

Charges \$377.00

SCHEDULE A

Effective Date: October 8, 2004 4:10 P.M. MDT

NAME OF INSURED

First Interstate Bank

1. The estate or interest in the land which is encumbered by the insured mortgage is:

FEE

2. Title to the estate or interest in the land is vested in:

Jacklyn Van Mark a single person

3. The mortgage and assignments, if any, covered by this policy are described as follows:

A Mortgage to secure an indebtedness in the original principal sum of \$175,000.00 recorded October 8, 2004, in Book 580 at page 63

Dated: October 8, 2004

Mortgagor: Jacklyn Van Mark, an unmarried person

Mortgagee: First Interstate Bank

4. The land referred to in this policy is described as set forth in the above mortgage and is identified as follows:

A tract of land situated in the N1/2NW1/4 of Section 34, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows: Beginning at a point, said point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S18°39′52″W, 97.12 feet along the west line of Lot 2 to a point on the north right-of-way line of Canvasback Road, said point being the southwest corner of said Lot 2; thence N70°55′34″W, 108.38 feet along said north right-of-way line to a point; thence through a curve to the right having a delta of 86°43′10″, a radius of 30.00 feet, a length of 45.42 feet, a chord bearing N27°32′50″W, and a chord length of 41.20 feet along said north and east right-of-way line of said Canvasback Road to a point; thence N15°49′09″E 40.00 feet along said east right-of-way line to a point; thence S82°35′37″E, 142.85 feet to the point of beginning.

Tsauing Agent

Policy No. 3-17162-M

SCHEDULE B

This Policy does not insure against loss or damage (and the company will not pay costs, attorney's fees or expenses) by reason of the following:

- (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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
- Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2004 AND SUBSEQUENT YEARS.

- The land appears to be located in the Big Horn Water District and may be subject to annual assessments and/or periodic charges.
- 5. Easement as granted to Continental Pipe Line Company, a Delaware corporation, for the pipeline and incidental purposes as contained in instrument recorded May 14, 1963 in Book 141 of Deeds, Page 375.
- 6. Easement as granted to Montana-Dakota Utilities Co. for the electric line and incidental purposes as contained in instrument recorded May 26, 1964 in Book 145 of Deeds, Page 548.
- 7. Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode and Board of County Commissioners of Sheridan County, Wyoming, contained in instrument recorded April 18, 1991, in Book 341, Page 17.
- 8. Covenants, conditions and restrictions, as contained in Instrument recorded April 23, 1991 in Book 341, Page 52, Records of Sheridan County, Wyoming, 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 the such covenants, conditions or restriction violate 32 USMC 3604(c).
- 9. Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode, as tenants in common, and Jack B. and Mary P. Chrispen and William A. Chrispen, contained in instrument recorded April 23, 1991, in Book 341, Page 54.
- 10. Consent as contained in instrument recorded April 23, 1991 in Book 341 of Deeds, Page 57.
- 11. Agreement executed by and between Ralph H. Knode, Jr. and Judith O. Knode, contained in instrument recorded April 24, 1991, in Book 341, Page 86.
- 12. Notice of Water Service Permit as contained in instrument recorded February 21, 1995 in Book 372 of Deeds, Page 312.

Policy No. 3-17162-M

SCHEDULE B

Part II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

NONE

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-17162-M

Date of Endorsement: October 8, 2004 4:10 P.M. MDT

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the Insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the Clerk of the United States District Court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: NONE

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This Endorsement is made a part of said policy and is subject to the Schedules, Conditions, and Stipulations therein, except as modified by the provisions hereof.

This Endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter thereof.

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801 First American Title Insurance Company

BY Parker S. Kennedy

PRESIDENT

ATTEST William G. Zaeylinh

AUTHORIZED AGENT OR VALIDATING OFFICER

ALTA 8.1 (3/3/92)

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-17162-M

Date of Endorsement: October 8, 2004 4:10 P.M. MDT

The Company assures the Insured that at the date of this Policy there is located on said land

A Residential Structure

known as 17 Canvasback Road, Sheridan, Wyoming 82801

and that the map attached to this policy shows the correct location and dimensions of said land according to those records which under the recording laws impart constructive notice as to said land.

The Company hereby insures the Insured against loss which said Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This Endorsement is made a part of said policy and is subject to the Schedules, Conditions, and Stipulations therein, except as modified by the provisions hereof.

This Endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter thereof.

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801 First American Title Insurance Company

BY Parker S, Kennedy

PRESIDENT

ATTEST William G. Zaeng lan In SEC

AMPHORIZED AGENT OR VALIDATING OFFICER

WY 116 [3/3/92]

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-17162-M

Date of Endorsement: October 8, 2004 4:10 P.M. MDT

The Company hereby insures against loss which said insured shall sustain by reason of any of the following matters:

- Any incorrectness in the assurance which the Company hereby gives: 1.
 - That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired; That there are no present violations on said land of any enforceable covenants, conditions, or (a)
 - (b) restrictions;
 - That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of (c) buildings, structures, or improvements located on adjoining lands.
- Any future violations on said land of any covenants, conditions, or restrictions occurring prior to acquisition of title to said estate or interest by the Insured, proved such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or result in loss or impairment of the title to said estate or interest if the Insured shall acquire such title in (a)
 - satisfaction of the indebtedness secured by such mortgage;
 Unmarketability of the title to said estate or interest by reason of any violations on said land, occurring prior to acquisition of title to said estate or interest by the Insured, of any (b) covenants, conditions, or restrictions.
- Damage to existing improvements, including lawns, shrubbery or trees
 - which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved.
 - resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or excepted in Schedule B. (b)
- Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

Wherever in the endorsement any of all of the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants and conditions contained in any lease referred to in Schedule A.

No coverage is provided under this endorsement as to any covenant, condition, restriction or other provision relating to environmental protection.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This Endorsement is made a part of said policy and is subject to the Schedules, Conditions, and Stipulations therein, except as modified by the provisions hereof.

This Endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter thereof.

> SEPTEMBER 24, 1988

CALIFORNIA

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801

First American Title Insurance Company

BY Parker S. Kennedy

ATTEST William Co. Zacy lan In

VALIDATING OFFICER

FA 100 [6/92]

By

Form No. 1056.92 (10/17/92) ALTA Loan Policy Form 1



WILCOX ABSTRACT & TITLE

307 WEST BURKITT SHERIDAN, WY 82801 (307)672-0768 EST, 1912

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2. Any defect in or lien or encumbrance on the title;

- 3. Unmarketability of the title;
- 4. Lack of a right of access to and from the land;
- 5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
- 6. The priority of any lien or encumbrance over the lien of the insured mortgage;
- 7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
- 8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
- •9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

Jany d. Jerus

PRESIDENT

ATTEST

SECRETARY

cw 7117099

RE: Commitment No. 3-28909

BORROWER'S AFFIDAVIT TO FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Jacklyn Van Mark who, after being first duly sworn, despose(s) and say(s) that (he)(she)(they) or(is)(are) the owners(s) of the property known as 17 Canvasback Road, Sheridan, Wyoming 82801, described as:
A tract of land situated in the N1/2NW1/4 of Section 34, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows: Beginning at a point, said point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S18°39'52"W, 97.12 feet along the west line of Lot 2 to a point on the north right-of-way line of Canvasback Road, said point being the southwest corner of said Lot 2; thence N70°55'34"W, 108.38 feet along said north right-of-way line to a point; thence through a curve to the right having a delta of 86°43'10", a radius of 30.00 feet, a length of 45.42 feet, a chord bearing N27°32'50"W, and a chord length of 41.20 feet along said north and east right-of-way line of said Canvasback Road to a point; thence N15°49'09"E 40.00 feet along said east right-of-way line to a point; thence S82°35'37"E, 142.85 feet to the point of beginning.
and more particularly described in the Mortgage in favor of First Interstate Bank, its successors and assigns as defined in Paragraph 1(a) of the Conditions and Stipulations of this Policy dated securing the sum of \$\frac{175,000.00}{2}\$ and filed, or to be filed, for record in the office of the authorized recording official for said jurisdiction, which it is represented shall be a first lien on said property.
THAT there have been no improvements constructed, nor have there been any redecorations or repairs of existing improvement on said mortgaged property within a period of one year next preceding the date hereof, and that no such construction, redecorations or repairs are now contemplated nor required as a condition for the making of the loan secured by said security instrument;
THAT all bills or obligations incurred in connection with said improvements, including the construction, redecoration or repair thereof, have been paid in full, and in cash (as distinguished from any other method requiring any payment in the future), and that there are no claims for labor, services or material furnished in connection with said improvement which remain unpaid, except;*
THAT there is no person in actual possession or having a right to possession of said property or any part thereof, other than said owner(s), except:**
FURTHER, that there are no unpaid bills for, nor chattel mortgages, conditional bills of sale or other liens affecting any fixtures or any mantles, awnings, door or window screens or storm sash, or any plumbing, lighting, heating, cooking, cooling, refrigerating or ventilating apparatus used in connection with the improvements upon said property;
THAT this affidavit is made for the purpose of inducing said lender to make the loan evidenced and secured by the aforesaid security instrument and FIRST AMERICAN TITLE INSURANCE COMPANY to insure the title to said property without exception to, possible claims of mechanics, material-men and laborers, and, to rights of any person in possession who might have a claim adverse to the rights of said lender, without which it is understood said lender would not make said loan, nor would said Title Company assume such liability. **Yacklyn Van Mark**
State of Wyoming ()
State of Wyoming () County of Sheridan
The foregoing instrument was acknowledged before me by <u>Jacklyn Van Mark</u>
this 8 day of Oct. , 2004.
Witness my hand and official seathern with the s
Notary Public
*If any unpaid, name clasmants and site amount due each. Also, in such event, affidavit should be supplemented by a waiver or release
of hen executed by each unpaid claimant. If the paid, state hone.
**Here identify any person ther than owner(s) in actual possession or having any right of possession, and if "none", or if "tenants from month-to-month," so state. If person the tenants under lease or are contract purchaser(s), attach copy of lease or contract, together with agreement in writing, executed and acknowledged, fully subordinating such rights thereunder to the lien of the subject security instrument.

RE: Commitment No. 3-28909

OWNER'S AFFIDAVIT TO FIRST AMERICAN TITLE INSURANCE COMPANY

1. This constitutes written evidence to you that there are no unpaid bills for materials or labor furnished for the construction and erection, repairs or improvements on property located at 17 Canvasback Road, Sheridan, Wyoming 82801 and legally described as follows:

A tract of land situated in the N1/2NW1/4 of Section 34, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows: Beginning at a point, said point being the northwest corner of Lot 2, Block 1 of the Knode Ranch Subdivision; thence S18°39'52"W, 97.12 feet along the west line of Lot 2 to a point on the north right-of-way line of Canvasback Road, said point being the southwest corner of said Lot 2; thence N70°55'34"W, 108.38 feet along said north right-of-way line to a point; thence through a curve to the right having a delta of \(\frac{6}{6} \frac{43}{10} \)", a radius of 30.00 feet, a length of 45.42 feet, a chord bearing N27°32'50"W, and a chord length of 41.20 feet along said north and east right-of-way line of said Canvasback Road to a point; thence N15°49'09"E 40.00 feet along said east right-of-way line to a point; thence S82°35'37"E, 142.85 feet to the point of beginning.

- 2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax or assessment against the property after the date of closing.
- 3. We further represent that there are no pending proceedings or unsatisfied judgments in any Court, State or Federal, nor any tax liens filed against us. That if there are any judgments, bankruptcies, probate proceedings, State or Federal Tax Liens of record against parties with same or similar names, they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that we are the owner and are in sole possession of the real property described herein.

The undersigned affiant(s) knows the matters herein stated are true and indemnifies First American Title Insurance Company, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing and forms a complete agreement by itself for any action thereon.

Mary & Chrispen, Trustee

State of Wyoming

County of Sharidas

The foregoing instrument was acknowledged before me by Mary P. Chrispen, Trustee, of the Mary P. Chrispen Trust, dated April 10,

1000

his day of

Witness my hand and official seal.

Notary Public

AFFIDAVIT OF TRUST

STATE OF _Wyoming)
) SS
COUNTY OF Sheridan
The Mary P. Chrispen Trust, dated April 10, 1996
continues to exist, and has not been revoked, modified or amended in any manner that would cause the representations
in this affidavit to be incorrect.
The name of the Settlor of the trust is <u>Mary P. Chrispen</u>
Name of the current trustee(s): Mary P. Chrispen
Address of current trustee(s): 601 N. KIRBY ST. Sp. 560 HEMET, CA. 192545
Trust's Taxpayer Identification Number: 5.5.5.520-16-3719
This trust is: (Check One) Revocable Person holding power to revoke:
Irrevocable
Under the terms of the trust, the trustee(s) have the power and authority to execute conveyances/encumbrances of real and personal property of every kind and all other instruments that may be necessary to acquire or sell property. Unless otherwise noted below, all of the above listed trustee(s) are required to execute to exercise the powers of the trustee(s) under the terms of the trust.
That this affidavit is made pursuant to, and in compliance with the provisions of Section 4-10-1014, Wyoming Statutes. The undersigned affiant(s) knows the matters herein stated are true, is duly authorized and indemnifies First American Title Insurance Company, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.
Further affiant sayeth not.
A Trustee
Subscribed and sworn before me this <u>8th</u> day of <u>October</u> , 20 04
SHEMIONS
Notary Public
1 0 Z
My Commission Expires: