FROM:

BRENDA BADGETT

PHONE 307-672-0768

WILCOX TITLE AGENCY, INC.

307 W. BURKITT

FAX 307-672-8838

SHERIDAN, WYOMING 82801

FILE # 28844

TO:

IRWIN MORTGAGE CORPORATION

P.O. BOX 6107

INDIANAPOLIS, IN 46206-6107

DATE:

December 16, 2003

SUBJECT: PLEASE FIND ENCLOSED

1. ALTA LOAN POLICY #15952-M

2. MORTGAGE RECORDED IN BOOK 535, PAGE 423

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-15952-M

Amount \$116,000.00

Charges \$628.00

SCHEDULE A

Effective Date: August 8, 2003 4:40 P.M. MDT

NAME OF INSURED

Irwin Mortgage Corporation

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

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

Wayne D. Briggs and Iris Briggs husband and wife

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 \$116,000.00 recorded August 8, 2003, in Book 535 at page 423

Dated:

August 1, 2003

Mortgagor:

Wayne D. Briggs and Iris Briggs

Mortgagee:

Irwin Mortgage Corporation

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

Lots 6 and 7, Block 4, Murray and Marley Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Tecuire Agent

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

Policy No. 3-15952-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.
- 2. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
- 3. Taxes and assessments which are not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2003 AND SUBSEQUENT YEARS.

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

Policy No. 3-15952-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

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-15952-M

Date of Endorsement: August 8, 2003 4:40 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.

CALIFORNI

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

BY Parker S. Kennedy

PRESIDENT

ATTEST William C. Zseylon for

SECRETARY

ву (

PHORIZED AGENT OR VALIDATING OFFICER

ALTA 8.1 [3/3/92]

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-15952-M

Date of Endorsement: August 8, 2003 4:40 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 150 Herbert, Sheridan WY 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.

CALIFORNI

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801

First American Title Insurance Company

Min C. Zseylon Ja

SECRETARY

By

WY 116 [3/3/92]

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-15952-M

Date of Endorsement: August 8, 2003 4:40 P.M. MDT

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

- Any incorrectness in the assurance which the Company hereby gives:
 - 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 (c) improvements located on said land onto adjoining lands, nor any encroachments onto said land of 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 2. (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.
- 3.
- Damage to existing improvements, including lawns, shrubbery or trees
 (a) 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
 - (b) development of the minerals excepted from the description of said land or excepted in Schedule 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.

1960 CHIFORHIN

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801

First American Title Insurance Company

BY Parker S. Kennedy

ATTEST William Co. Zaenglin In

Ву

BORROWER'S AFFIDAVIT TO FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Wayne D. Briggs and Iris Briggs 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 150 Herbert, Sheridan WY 82801, described as: Lots 6 and 7, Block 4, Murray and Marley Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

and more particularly described in the Mortgage in favor of The Bank of Sheridan, a branch of Buffalo Federal Savings Bank \$120,500.00 securing the sum of 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.

State of Wyoming

The foregoing instrument was acknowledged before me by Wayne D. Briggs and Iris Briggs

Witness my hand and official seal.

*If any unpaid, name daimants and the amount due each. Also, in such event, affidavit should be supplemented by a waiver or release of lien executed by each unpaid claimant. If all paid, state "none".

**Here identify any person other and owner(s) in actual possession or having any right of possession, and if "none", or if "tenants from month-to-month," so state. It person(s) are 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.

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



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:

- 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;
- Unmarketability of the title;
- Lack of a right of access to and from the land;
- 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

PRESIDENT

SECRETARY

cw 5961409 ATTEST





Form of Policy: ALTA LOAN - WYO

Policy No. 3-11792-M

Amount \$20,000.00

Charges \$122.50

SCHEDULE A

Effective Date: April 29, 1998 2:30 PM MDT

NAME OF INSURED

Life Bank

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

FEE

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

> Wayne D. Briggs and Iris Briggs husband and wife

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

A Mortgage to secure an indebtedness in the original principal sum of \$20,000.00 recorded April 29, 1998, in Book 385 at page 332

Dated:

Mortgagor:

April 14, 1998 Wayne D. Briggs and Iris Briggs, husband and wife

Mortgagee:

Life Bank

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

Lots 6 and 7, Block 4, Murray and Marley Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Issuing Agent



Policy No. 3-11792-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.
- 2. 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 1998 AND SUBSEQUENT YEARS.

8. A Mortgage entitled to secure an indebtedness in the original principal sum of \$84,700.00 and any other amounts and/or obligations secured thereby, recorded April 1, 1998, in Book 384, Page 72.

Dated:

March 28, 1998

Mortgagor:

Wayne D. Briggs and Iris Briggs, husband and wife

Mortgagee:

Norwest Mortgage, Inc.



Policy No. 3-11792-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

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

BY Parker S, Kennedy

PRESIDENT

CW 2521593 ATTEST Mark & arrosen

SECRETAR



Wilcox Abstract & Title Guaranty 307 West Burkitt Sheridan, WY 82801 Ph. (307) 672-0768

ASSURED CAPITAL CORPORATION 18023 SKY PARK CIRCLE STE J IRVINE CA 92614

NO. 22715

Date: 04/08/98 Time: 1:16pm Re: BRIGGS/LIPE SAVINGS BANK % ERIN

LEGAL RE: MURRAY AND MARLEY BLK 4, LOTS 6 AND 7

MORTAGE COVERAGE 20,000.00 175.00
CREDIT FOR PRIOR POLICY 52.50ENDORSEMENT GE 1 17.50

BALANCE DUE \$ 140.00

THANK YOU FOR YOUR BUSINESS!

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT
ACCOUNT: 000382

INVOICE NO. 22715 Date of Payment

Commitment for: BRIGGS/LIPE SAVINGS BANK % ERIN

Payment of \$______ is enclosed



Form of Policy: ALTA LOAN - WYO

Policy No. 3-11410-M

Amount \$84,700.00

Charges \$588.00

SCHEDULE A

Effective Date: April 1, 1998 2:00 PM MST

NAME OF INSURED

Norwest Mortgage, Inc.

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

FEE

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

> Wayne D. Briggs and Iris Briggs husband and wife

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 \$84,700.00 recorded April 1, 1998, in Book 384 at page 72

Dated:

Mortgagor:

March 26, 1998 Wayne D. Briggs and Iris Briggs, husband and wife

Mortgagee:

Norwest Mortgage, Inc.

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

Lots 6 and 7, Block 4, Murray and Marley Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.



Policy No. 3-11410-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:

- 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, whether or not the matters excepted under (a), (b) or (c) 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 right.
- 3. Taxes and assessments which are not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 1998 AND SUBSEQUENT YEARS.



Policy No. 3-11410-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





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;
- 2. Any defect in or lien or encumbrance on the title;
- 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:
- 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

CW 2294658 ATTEST Mark & Arrison SECRETARY



ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-11410-M

Date of Endorsement: April 1, 1998 2:00 PM MST

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.

CALIFORN'

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801 ACC CONTRACTOR

First American Title Insurance Company

Parker S. Kennedy

SECRETARY

Ву

AUTHORIZED AGENT OR VALIDATING OFFICER

ALTA 8.1 [3/3/92]



ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-11410-M

Date of Endorsement: April 1, 1998 2:00 PM MST

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

A Residential Structure

known as 150 Herbert Street, 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

or Parker S, Kennedy PRES

ATTEST William C. Zaeylin In SECRETARY

Ву

AUTHORIZED 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. 3-11410-M

Date of Endorsement: April 1, 1998 2:00 PM MST

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

- 1. Any incorrectness in the assurance which the Company hereby gives:
 - 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;
 - (b) That there are no present violations on said land of any enforceable covenants, conditions, or restrictions;
 - (c) 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 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 2. (a) impairment of the title to said estate or interest if the Insured shall acquire such title in 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.
- 3.
- Damage to existing improvements, including lawns, shrubbery or trees
 (a) 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.
 - (b) 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.
- Any final court order or judgment requiring removal from any land adjoining said land of any encroachment 4. 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.

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801

1968 CALIFORNI

First American Title Insurance Company

William C. Zacy la for SECRETARY

Parker S, Kennedy



Wilcox Abstract & Title Guaranty 307 West Burkitt Sheridan, WY 82801 Ph. (307) 672-0768

ASSURED CAPITAL CORPORATION 23332 MILL CREEK DR #230 LAGUNA HILLS CA 92653

NO. 22570

Date: 02/17/98 Time: 10:06am

Re: BRIGGS/TBD % ERIN

LEGAL RE: MURRAY AND MARLEY BLK 4, LOTS 6 AND 7	
MORTAGE COVERAGE 84,700.00 LIEN AND SURVEY COVERAGE ENDORSEMENT WYO GE 1 CLOSING FEE FED. EX FEES	420.00 126.00 42.00 150.00 37.00
*** Invoice updated 03/31/98 ***	
BALANCE DUE \$	775.00
THANK YOU FOR YOUR BUSINESS!	
PLEASE REMIT THIS PORTION WITH YOUR PAYMENT ACCOUNT	: 000368
INVOICE NO. 22570 Date of Payment	
Commitment for: BRIGGS/TBD % ERIN	
Payment of \$ is enclosed	



Wilcox Abstract & Title Guaranty 307 West Burkitt Sheridan, WY 82801 Ph. (307) 672-0768

ASSURED CAPITAL CORPORATION 23332 MILL CREEK DR #230 LAGUNA HILLS CA 92653

NO. 22570

Date: 02/17/98 Time: 10:06am

Re: BRIGGS/TBD % ERIN

LEGAL RE: MURRAY AND MARLEY BLK 4, LOTS 6 AND 7

MORTAGE COVERAGE 84,000.00 LIEN AND SURVEY COVERAGE ENDORSEMENT WYO GE 1

417.00 125.10 41.70

BALANCE DUE

583.80

THANK YOU FOR YOUR BUSINESS!

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

ACCOUNT: 000368

INVOICE NO. 22570 Date of Payment_____ Commitment for: BRIGGS/TBD % ERIN Payment of \$ is enclosed



Wilcox Abstract & Title Guaranty 307 West Burkitt Sheridan, WY 82801 Ph. (307) 672-0768

JAMES B. NUTTER & COMPANY WESTPORT PLAZA OFFICE 4153 BROADWAY P.O.BOX 10346 KANSAS CITY MO 64171

NO. 21558

Date: 12/10/96 Time: 11:43am

Re: BRIGGS/TBD % J. BAILEY

LEGAL RE: MURRAY AND MARLEY BLK 4, LOTS 6 AND 7

MORTAGE COVERAGE 61,605.00 LIEN AND SURVEY COVERAGE

347.00

104.10

BALANCE DUE

\$ 451.10

THANK YOU FOR YOUR BUSINESS!

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

ACCOUNT: 000285

INVOICE NO. 21558 Date of Payment_

Commitment for: BRIGGS/TBD % J. BAILEY

Payment of \$_____ is enclosed

Jancelles July 19/10/97

PER REP DEED

Donald L Reed, Personal Representative of the Est of Ollie May Timm, fmly Ollie May Reed, dec Robert A Aas
Mar 14
Mar 18 1986

Lts 6 and 7, Blk 4, Murray & Marley Adn

ORDER CONFIRMING SALE

In the Matter of the Est of Ollie May Timm, fmly
Ollie May Reed, dec

Mar 14

Mar 14 1986

Pro No. 74-8-85

Lts 6 and 7, Blk 4, Murray & Marley Adn

Sold to Robert A Aas