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Form No. 1056.06 ALTA Loan Policy (6-17-06) 1100301P050600

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Policy Number: 37984-M

LOAN POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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 California 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:

- 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,
 - failure of any person or Entity to have authorized a transfer or
 - a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - failure to perform those acts necessary to create a document by electronic means authorized by law;
 - a document executed under a falsified, expired, or otherwise invalid power of attorney:
 - 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.
 - The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - 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.
- No right of access to and from the Land.
- The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or

- environmental protection
 - if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or
 - impersonation;
 - failure of any person or Entity to have authorized a transfer or conveyance:
 - the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - failure to perform those acts necessary to create a document by electronic means authorized by law;
 - a document executed under a falsified, expired, or otherwise invalid power of attorney;

- 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
 - (g) a defective judicial or administrative proceeding.
- The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
- 11. The lack of priority of the lien of the Insured Mortgage upon the Title
- (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - contracted for or commenced on or before Date of Policy; or
- (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
- (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
- 12. 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.
- 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
- (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
- (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Tifle Insurance Company

Cout & Johnson PRESIDENT

Briefly Meny SECRETA

WILCOX ABSTRACT & TITLE 307 WEST BURKITT SHERIDAN, WY 82801 (307) 672-0768 EST. 1912

Policy Page 5 Policy Number: 37984-M

SCHEDULE A

First American Title Insurance Company

Policy No.: 37984

Loan No.: 0108598467

Address Reference: 152 S. Jefferson Street, Sheridan, WY

Amount of Insurance: \$149,737.00 Premium: \$350.00

Date of Policy: September 24, 2009 at 9:40 A.M. MDT

Name of Insured:

Wells Fargo Bank, N.A.

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

Fee Simple

Title is vested in:

Steve C Yates, a married man

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

Mortgagor:

Steve C Yates, a married man

Mortgagee:

Wells Fargo Bank, N.A.

Original Amount:

\$149,737.00

Dated:

September 23, 2009

Recorded:

September 24, 2009

Recording No.:

Book 753, Page 11

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

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning.

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

Γ] WY-ALTA 4-06	(Condominium)
- [] WY-ALTA 4.1-06	
[] WY-ALTA 5-06	(Planned Unit Development)
[] WY-ALTA 5.1-06	
Ī] WY-ALTA 6-06	(Variable Rate)
Ī] WY-ALTA 6.2-06	(Variable RateNegative Amortization)
įχ] 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)
Ī] WY-ALTA 13.1-06	(Leasehold Loan)
Ī] WY-ALTA 14-06	(Future Advance-Priority)
Ī	WY-ALTA 14.1-06	(Future Advance-Knowledge)
Ī		(Future Advance-Reverse Mortgage)
[X	-	(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.

Policy Page 6 Policy Number: 37984-M

SCHEDULE B

Policy No.: 37984

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.

Policy Page / Policy Number: 37984-M

SCHEDULE B

Policy No.: 37984

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

Policy Page 8 Policy Number: 37984-M

Premium: \$n/a

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: September 24, 2009 at 9:40 A.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 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 Tifle Insurance Company

ATTEST Drietly Many SECRETAL

Policy Page 9 Policy Number: 37984-M

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: September 24, 2009 at 9:40 A.M. 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.
 - Unless expressly excepted in Schedule B 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 Land that, in ii. 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 encroachment onto iii. the Land of existing improvements located on adjoining land.
 - Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any iv. easement excepted in Schedule B.
 - Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or ٧. 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 2. 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 b. 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 Schedule B.
- Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of 5. 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

First American Title Insurance Company

BY Cut & Johnson FRESIDENT
ALTEST Printly Meny SECRETARY

Premium: \$n/a

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: September 24, 2009 at 9:40 A.M. MDT

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 152 S. Jefferson Street, 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

BY Cut & Johnson PREMIDENT
ATTEST Mintley SECRETAL

WILCOX ABSTRACT AND TITLE

307 W. Burkitt Sheridan, WY 82801

October 23, 2009

Wells Fargo Bank P.O. Box 11701 Newark, NJ 07101-4701

Dear Sir or Madam

Enclosed please find:

- Alta Loan Policy #37984-M
- Mortgage recorded in Book 753, Page 11
- Alta Owner Policy #37984-O
- Warranty Deed recorded in Book 509, Page 254

Feel free to call with any questions or concerns.

Sincerely,

Kelly Camino Wilcox Abstract



Form No. 1402.06 ALTA Owner's Policy (6-17-06) 1100302P010700

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Policy Page 1 Policy Number 37984-0

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OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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 California 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:

- 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;
 - 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;
 - 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.
- No right of access to and from the Land.
- The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - (d) environmental protection
 - if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- An enforcement action based on the exercise of a governmental

- police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- Title being vested other than as stated in Schedule A or being
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - to be timely, or
 - to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Cout & Johnson

WILCOX ABSTRACT & TITLE

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

EST. 1912





First American Title Insurance Company

Policy No.: 37984-0

Address Reference: 152 S. Jefferson Street, Sheridan, WY

Amount of Insurance: \$152,500.00

Date of Policy: September 24, 2009 at 9:40 A.M. MDT

Premium: \$713.00

1. Name of Insured:

Steve C. Yates

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

Fee Simple

3. Title is vested in:

Steve C Yates, a married person

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

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning.

SCHEDULE B

Policy No.: 37984

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, (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.
- 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. A Mortgage entitled to secure an indebtedness in the original principal sum of \$149,737.00 and any other amounts and/or obligations secured thereby, recorded September 24, 2009 in Book 753, Page 11, Dated: September 23, 2009, Mortgagor: Steve C. Yates Mortgagee: Wells Fargo Bank, N.A

SCHEDULE A

Premium \$85.00

Policy No. 3-20711-F

- 1. Date of Policy: April 8, 2008 at 5:00 P.M.
- 2. Liability Amount: \$ 208,807.14
- 3. Insured:

Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Flagstar Bank, FSB

4. THE ESTATE OF INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

FEE

5. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

Jesse L. Peterson and Alisha B. Peterson

6. MORTGAGE SUBJECT OF THE FOLLOWING FORECLOSURE:

Mortgagor: Jesse L. Peterson and Alisa Peterson

Mortgagee: Centerra Mortgage Corp (MERS)

Amount: 200,500.00

Recorded: September 11, 2007 Recording Information: Book 682, Page 79

7. THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN SHERIDAN, COUNTY OF SHERIDAN, STATE OF WYOMING, AND DESCRIBED AS FOLLOWS:

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning.

SCHEDULE B - PART I (Names (and addresses if applicable) of parties)

1. Jesse Peterson and Alisha Peterson 152 S. Jefferson Street Sheridan Wyoming, 82801

2.

з.

Military Status

Attention is called to the Servicemember Civil Relief Act of 2003 and amendments thereto which contain inhibitions against the sale of the land under a mortgage if the vestee is entitled to the benefits of the Act.

SCHEDULE B - PART II (Names (and addresses if applicable) of Federal, State and other Government authorities)

Internal Revenue Service
 600 17th Street
 Mail Stop 5020
 Denver, Colorado 80202-2490
 Attn: Technical Services Group Manager

2.

3.

Federal Tax Lien Act of 1996

Attention is called to the Federal Tax Lien Act of 1966 which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his delegate as a requirement for the discharge or divestment of a Federal Tax Lien, and establishes with respect to any lien a right in the United States to redeem the property from the effects of the sale.

SCHEDULE B - PART III

1. Newspapers qualifying as a publication for notice of the foreclosure pursuant to applicable law:

Sheridan Press 144 E. Grinnell Sheridan, Wy 82801

2. The Land referred to in this Policy is located in:

Sheridan County, Wyoming

With an address of:

152 South Jefferson Street, Sheridan Wyoming, 82801

Assessors Parcel or Tax Identification No:

6693

PART I SCHEDULE OF EXCEPTIONS

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

- 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 heretofore 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 rights.
- 7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS.

8. The mortgage described or referenced to in paragraph 6 of Schedule A.

PART II (Additional Exceptions)

NONE

PART III (Affected Exceptions)

In addition to the matters set forth in Part I and Part II of this Schedule, the title to the estate or interest in the Land described or referred to in Schedule A is also subject to the following matters that are subordinate to the Mortgage, if any be shown.

NONE

Policy Page 1



FORECLOSURE TITLE POLICY

UPON PAYMENT OF THE PREMIUM AND SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE SCHEDULE OF EXCEPTIONS, CONDITIONS AND STIPULATIONS AND OTHER PROVISIONS OF THIS POLICY

First American Title Insurance Company

a California corporation, herein called the Company, insures, as of Date of Policy, against actual monetary loss or damage, not exceeding the Liability Amount shown in Schedule A, sustained or incurred by the Insured by reason of the following COVERED RISKS:

COVERED RISKS

- 1. THE TITLE TO THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN BEING VESTED OTHER THAN AS SHOWN IN SCHEDULE A:
- DEFECTS. LIENS AND ENCUMBRANCES AFFECTING THE TITLE;
- THE MORTGAGE NOT HAVING SUFFICIENT PRIORITY, AS A MATTER OF LAW, TO EXTINGUISH THE INTEREST OF THE VESTEE SHOWN IN PARAGRAPH 5 OF SCHEDULE A AND THE LIENS AND ENCUMBRANCES SHOWN AS EXCEPTION(S) IN PART III OF THE SCHEDULE OF EXCEPTIONS UPON COMPLETION OF A LAWFULLY CONDUCTED FORECLOSURE IN ACCORDANCE WITH THIS POLICY;
- THE LAND IS NOT LOCATED AS DESCRIBED IN PARAGRAPH 2 OF SCHEDULE B, PART III;
- DEFECTS, LIENS AND ENCUMBRANCES AFFECTING THE TITLE TO BE DERIVED THROUGH THE FORECLOSURE BY REASON OF:
 - A. THE NAMES AND ADDRESSES OF PARTIES ENTITLED TO NOTICE OF FORECLOSURE PURSUANT TO APPLICABLE LAW BEING OTHER THAN AS SHOWN IN SCHEDULE B, PART I;
 - THE NAMES AND ADDRESSES OF FEDERAL, STATE AND OTHER GOVERNMENT AUTHORITIES ENTITLED TO NOTICE OF FORECLOSURE PURSUANT TO APPLICABLE LAW BEING OTHER THAN AS SHOWN IN SCHEDULE B, PART II;
 - C. ANY OF THE NEWSPAPERS, IF LISTED, IN PARAGRAPH 1 OF SCHEDULE B, PART III FAILING TO QUALIFY AS A PUBLICATION FOR NOTICE OF THE FORECLOSURE PURSUANT TO APPLICABLE LAW;
 - D. A PETITION FOR RELIEF FILED BY OR AGAINST THE VESTEE SHOWN IN SCHEDULE A, OR A LIENHOLDER SHOWN IN SCHEDULE OF EXCEPTIONS, PART III, UNDER TITLE 11 UNITED STATES CODE (BANKRUPTCY) WITH THE CLERK OF ANY COURT OF COMPETENT JURISDICTION MORE THAN FIFTEEN (15) CALENDAR DAYS PRIOR TO DATE OF POLICY BUT ONLY TO THE EXTENT THAT THE AFFECT OF THE PETITION IS TO INVALIDATE THE FORECLOSURE.

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.

THIS POLICY IS NOT VALID WITHOUT THE SCHEDULE A, SCHEDULE B AND SCHEDULE OF EXCEPTIONS BEING ATTACHED.

First American Title Insurance Company

Yang L. Germott Mark & Arrisen

Form No. 8510 (December 31, 2004) 1100244P120400

104365

WILCOX ABSTRACT & TITLE

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

EST. 1912



SCHEDULE A

Premium \$85.00

Policy No. @-20711-F Your Ref. No.:@

Date of Policy: April 4, 2008 at 5:00 P.M. 1.

2. Liability Amount: \$208,807.14

3. Insured:

> Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Flagstar Bank, FSB

THE ESTATE OF INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS: 4.

TER

5. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

Jesse L. Peterson and Alisha B. Peterson

MORTGAGE SUBJECT OF THE FOLLOWING FORECLOSURE: 6.

Mortgagor:

Jesse Peterson and Alisa Peterson

Mortgagee:

Centerra Mortgage, Corp. (MERS)

Amount:

200,500.00

Recorded:

September 11, 2007

Recording Information: Book 682, Page 79

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN @, COUNTY OF @, STATE OF WYOMING, 7. AND DESCRIBED AS FOLLOWS:

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning.

SCHEDULE B - PART I (Names (and addresses if applicable) of parties)

- Jesse Peterson and Alisha Peterson
 152 S. Jefferson Street
 Sheridan Wyoming, 82801
- 2.
- 3.

Military Status

Attention is called to the Servicemember Civil Relief Act of 2003 and amendments thereto which contain inhibitions against the sale of the land under a mortgage if the vestee is entitled to the benefits of the Act.

SCHEDULE B - PART II (Names (and addresses if applicable) of Federal. State and other Government authorities)

1. Internal Revenue Service
600 17th Street
Mail Stop 5020
Denver, Colorado 80202-2490
Attn: Technical Services Group Manager

2.

З.

Federal Tax Lien Act of 1996

Attention is called to the Federal Tax Lien Act of 1966 which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his delegate as a requirement for the discharge or divestment of a Federal Tax Lien, and establishes with respect to any lien a right in the United States to redeem the property from the effects of the sale.

SCHEDULE B - PART III

1. Newspapers qualifying as a publication for notice of the foreclosure pursuant to applicable law:

Sheridan Press 144 E. Grinnell Sheridan, Wy 82801

2. The Land referred to in this Policy is located in:

Sheridan County, Wyoming

With an address of:

152 South Jefferson Street, Sheridan Wyoming, 82801

Assessors Parcel or Tax Identification No:

6693

PART I SCHEDULE OF EXCEPTIONS

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

- 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 heretofore 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 rights.
- 7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS.

8. The mortgage described or referenced to in paragraph 6 of Schedule A.

PART II (Additional Exceptions)

NONE

PART III (Affected Exceptions)

In addition to the matters set forth in Part I and Part II of this Schedule, the title to the estate or interest in the Land described or referred to in Schedule A is also subject to the following matters that are subordinate to the Mortgage, if any be shown.

NONE

WILCOX ABSTRACT & TITLE GUARANTY AGENCY, INC.

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted title Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect includes:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, or affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and causality insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with which we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ENDORSEMENT

Premium \$208,807.14

Attached to and forming a part of Policy No. 3-20711

Date of Endorsement: June 11, 2008

The Company does hereby change the effective date of the policy to read May 23, 2008.

The Policy is further endorsed to include the following:

NONE

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount thereof.

Wilcox Abstract & Title 307 West Burkitt

Sheridan, WY 82801

Authorized Signatory

First American Title Insurance Company

BY Parker S. Kennedy
ATTEST Willin C. Zseylu In

ENDORSEMENT

Premium \$na

Attached to and forming a part of Policy No. 3-20123-M

Date of Endorsement: September 11, 2007 3:50 PM MDT

re:

Peterson

legal re:

Thurmond's 2nd, Blk 2, Pt. Lt.7

The Company does hereby amend the policy to read:

SCHEDULE A

NAME OF INSURED

Mortgage Electronic Registration Systems, Inc., its successors and/or assigns

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount thereof.

First American Title Insurance Company

Wilcox Abstract & Title 307 West Burkitt

Sheridan, WY 82801

First American Title Insurance Company

BY Parker S. Kennedy

PRESIDENT

ATTEST William Co. Zacy lan In SECF

Authorized Signatory

WY 107.3 Approved for use 6/7/99 FROM: TRISHA HOWARD PHONE 307-672-0768

WILCOX TITLE AGENCY, INC.

307 W. BURKITT FAX 307-672-8838

SHERIDAN, WYOMING 82801

FILE # 34635

TO: FLAGSTAR BANK

5151 CORPORATE DRIVE

TROY, MI 48098

FINAL DOCUMENTS, MAIL STOP W-530-3

DATE: October 5, 2007

SUBJECT: PLEASE FIND ENCLOSED

......

1. ALTA OWNER'S POLICY #20123-0

2. ALTA LOAN POLICY #20123-M

3. WARRANTY DEED RECORDED IN BOOK 489, PAGE 102

4. MORTGAGE RECORDED IN BOOK 682, PAGE 279

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

Form of Policy: ALTA OWNER'S - WYO

Policy No. 3-20123-0

Amount \$200,500.00

Charges \$828.00

SCHEDULE A

Effective Date: September 11, 2007 at 3:50 P.M. MDT

NAME OF INSURED

Jesse L. Peterson and Alisha B. Peterson

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:

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning.

Issuing Agent

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

. . . .

Policy No. 3-20123-0

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.
- 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. A Mortgage entitled to secure an indebtedness in the original principal sum of \$200,500.00 and any other amounts and/or obligations secured thereby, recorded September 11, 2007, in Book 682 at page 279

Dated: September 10, 2007

Mortgagor: Jesse Peterson and Alisha Peterson, husband and wife

Mortgagee: Mortgage Electronic Registration Systems, Inc.

Form No. 1402.92 (10/17/92) ALTA Owner's Policy 1100064P109200



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:

- 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

BY

X Jary L. Germoti

PRESIDENT

ATTECT

Mark & armen

SECRETAR

SEPTEMBER 24

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-20123-M

Amount \$200,500.00

Charges \$414.00

SCHEDULE A

Effective Date: September 11, 2007 at 3:50 P.M. MDT

NAME OF INSURED

Mortgage Electronic Registration Systems, 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.

> Jesse L. Peterson and Alisha B. Peterson husband and wife

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

A Mortgage to secure an indebtedness in the original principal sum of \$200,500.00 recorded September 11, 2007, in Book 682 at page 279

September 10, 2007 Dated:

Mortgagor: Jesse Peterson and Alisha Peterson, husband and wife Mortgagee: Mortgage Electronic Registration Systems, Inc.

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

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning.

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

Policy No. 3-20123-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 not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS.

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

Policy No. 3-20123-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 (6/87) ALTA Loan Policy [3/92]

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-20123-M

Date of Endorsement: September 11, 2007 at 3:50 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:

- 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
- any environmental protection lien provided for by any state statute in effect at (b) 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

1968 * CALIFORHY

First American Title Insurance Company

Parker S. Kennedy Willin C. Zacylu L

OR VALIDATING OFFICER

ALTA 8.1 (3/3/92)

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

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c Attached to and forming a part of Policy No. 3-20123-M

Date of Endorsement: September 11, 2007 at 3:50 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 152 South Jefferson, 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 SEPTEMBER 24.

First American Title Insurance Company

BY Parker S. Kennedy

PRESIDENT

ATTEST William C. Zacylin In s

AUTHORIZED AGENT OR VALIDATING OFFICER

WY 116 (3/3/92) Form No. 1056 (6/87) ALTA Loan Policy [3/92]

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-20123-M

Date of Endorsement:

September 11, 2007 at 3:50 P.M. MDT

The Company hereby 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 mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
 - b) Unless expressly excepted in Schedule B:
 - (1) Present violations on the land of any enforceable covenants, conditions or restrictions, and do any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
 - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition,
 - (i) establishes an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment;
 - (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (3) 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.
 - (4) Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - 5) Any notices of violation of covenants, conditions and 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 2. the land by the insured, provided the violation results in:
 - invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or (a)
 - loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of (b) the indebtedness secured by the insured mortgage.
- Damage to existing improvements, including lawns, shrubbery or trees: 3.
 - which 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 (b) 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 Schedule B.
- Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, 5. 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)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

SEPTEMBER 24

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801

First American Title Insurance Company

BY Parker S. Kennedy
ATTEST Willin C. Zseylon L.

PRESIDENT

THORIZED AGENT OR VALIDATING

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:

- 1. 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;
- 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
- 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 Jary L. Geriudt PRESIDENT

ATTEST Mark & Arrosen SECRETARY

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-15069-M

Amount \$113,600.00

Charges \$301.50

SCHEDULE A

Effective Date: September 16, 2002 10:00 A.M. MDT

NAME OF INSURED

Mortgage Electronic Registration Systems, Inc.

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:

Rob R. Putman and Julie M. Willis single persons

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 \$113,600.00 recorded September 16, 2002, in Book 492 at page 782

Dated:

September 9, 2002

Mortgagor:

Rob R. Putman and Julie M. Putman, fka, Julie M. Willis, husband and

wife

Mortgagee:

Sheridan State Bank

Assignment of Mortgage to Mortgage Electronic Registration Systems, Inc, by instrument recorded September 30, 2002 in Book 494, Page 275.

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

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point, thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence south 62 feet to the point of beginning.

Issuing Agent

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

Policy No. 3-15069-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.
- 3. Taxes and assessments which are not shown by the records of the County Treasurer.

 TAXES FOR THE YEAR 2002 AND SUBSEQUENT YEARS.

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

Policy No. 3-15069-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. 3-15069-M

Date of Endorsement: September 16, 2002 10:00 A.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:

- any environmental protection lien which, at Date of Policy, is recorded in (a) 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
- any environmental protection lien provided for by any state statute in effect · (b) 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.

> 1968 CALIFORNI

Wilcox Abstract & Title 307 West Burkitt

Sheridan, WY 82801

First American Title Insurance Company

Varker S. Kennedy Willin C. Zseylu L

UTHORIZED AGENT OR

ALTA 8.1 [3/3/92]

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-15069-M

Date of Endorsement: September 16, 2002 10:00 A.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 152 S. Jefferson

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.

> SEPTEMBER 24. 1961

Wilcox Abstract & Title 307 West Burkitt

Sheridan, WY 82801

First American Title Insurance Company

OR-VALIDATING OFFICER

WY 116 [3/3/92]

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-15069-M

Date of Endorsement: September 16, 2002 10:00 A.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 (a) 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 (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 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.
- 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 (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 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.

1956 CALIFORNIA

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801

Ву

First American Title Insurance Company

BY Parker S, Kennedy PRESIDENT

ATTEST Willin G. Zseylin L. SECRETARY

AUTHORIZED AGENT OR VALIDATING OFFICER

FA 100 [6/92]

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;

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- 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 Jary L. Gerius Cl

PRESIDENT

SECRETARY

cw⁵⁴²⁴⁶²⁶

Mark & armsen

Wilcox Abstract & Title Title Insurance Policy Receipt

Fíle No. <u>26016</u> Loan Polícy <u>14110-m</u>	
Owner Policy	
Documents Attached: MTG	DEED
REL	ASSN
Legal Pt Sot 7, B	lock 2, Thurmondo Second
	Le Bank _ Date: 1-17-02
Received by:	The bell

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-14110-M

Amount \$83,000.00

Charges \$538.20

SCHEDULE A

Effective Date: August 14, 2001 10:20 A.M. MDT

NAME OF INSURED

Suntrust Mortgage Inc.

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:

Rob R. Putman and Julie M. Willis singe persons

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 \$89,600.00 recorded August 14, 2001, in Book 456 at page 91

Dated: Mortgagor: August 6, 2001

Rob R. Putman and Julie M. Putman, formerly known as, Julie M.

Willis

Mortgagee:

Sheridan State Bank

Assignment of Mortgage to Suntrust Mortgage Inc. by instrument recorded August 24, 2001 in Book 456, Page 723.

NOTE: The maximum monetary coverage given by this policy is the sum of \$83,000.00 and in case of loss, the liability of the Insurer shall not exceed the amount of unpaid principal due.

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

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point, thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence south 62 feet to the point of beginning.

Issuing Agent

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

Policy No. 3-14110-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 2001 AND SUBSEQUENT YEARS.

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

Policy No. 3-14110-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. 3-14110-M

Date of Endorsement: August 14, 2001 10:20 A.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:

- 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

The Charles SEPTEMBER 24,

First American Title Insurance Company

UTHORIZED AGENT OR VALIDATING OFFICER

ALTA 8.1 [3/3/92]

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-14110-M

Date of Endorsement: August 14, 2001 10:20 A.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 152 South Jefferson, 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 APOR

First American Title Insurance Company

BY Parker S. Kennedy

PRESIDENT

TIEST William C

SECRETARY

Βv

AUTHORIZED AGENT OR VALIDATING OFFICER

WY 116 [3/3/92]

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-14110-M

Date of Endorsement: August 14, 2001 10:20 A.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:
 - 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; (a)
 - That there are no present violations on said land of any enforceable covenants, conditions, or (h) 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 2 . (a) 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
 - 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 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.

> 1956 CHUFORNIA SEPTEMBER 24.

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801

First American Title Insurance Company

PRESIDENT

AUTHORIZED AGENT OR VALIDATING OFFICER

FA 100 [6/92]

Ву

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



POLICY OF TITLE INSURANCE

WILCOX ABSTRACT & TITLE

307 WEST BURKITT SHERIDAN, WY 82801 (3071672-0768 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

1 0 1/90

PRESIDENT

CW 1102517

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SECRETARY

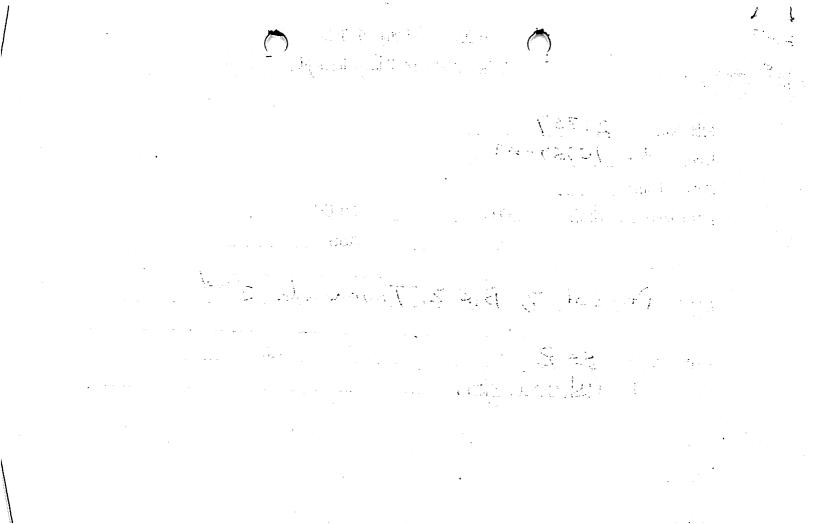
Wilcox Abstract & Title Title Insurance Policy Receipt

File No. 20988 Loan Policy 10758 - M Owner Policy 10758 - D Documents Attached: MTG 356 49 DEED 381 150 REL ASSN	ts ·
Delivered to: Date: Received by: Charrengton	

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Wilcox Abstract & Title Title Insurance Policy Receipt

File No. 21359 Loan Policy 10759-M Owner Policy	$l_{\mathcal{S}}$
Documents Attached: MTG	
Legal Pt. Lot 7, BIK 2	Z, Thurmonds 2 nd
Delivered to: <u>SSB</u> Received by: <u>Charrington</u>	Date:





Form of Policy: ALTA OWNER'S - WYO

Policy No. 3-10758-0

Amount \$78,500.00

Charges \$402.00

SCHEDULE A

Effective Date: August 2, 1996 11:00 AM MDT

NAME OF INSURED

Bob R. Putman

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:

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning



Policy No. 3-10758-0

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.
- 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 1996 AND SUBSEQUENT YEARS.

8. A Mortgage entitled to secure an indebtedness in the original principal sum of \$60,500.00 and any other amounts and/or obligations secured thereby recorded August 2, 1996, in Book 356 at page 49

Dated:

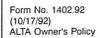
July 31, 1996

Mortgagor:

Rob R. Putman, a single person

Mortgagee:

Sheridan State 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:

- 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 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.

First American Title Insurance Company

BY Parker S, Kennedy PRESIDENT ATTEST Mark & arnessy SECRETARY

622295



ENDORSEMENT

Premium \$ NA

Attached to and forming a part of Policy No. 3-10758-0

Date of Endorsement: JANUARY 13, 1997

THURMOND'S 2ND, BLK 2, PT L. 7 PUTMAN/SSB

SCHEDULE A OF THE ABOVE NUMBERED POLICY IS HEREBY AMENDED TO READ:

NAME OF INSURED

ROB R. PUTMAN

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 SEPTEMBER 24.

First American Title Insurance Company

BY Parker S. Kennedy

PRESIDENT

ATTEST William C. Zacy En In SECR



Form of Policy: ALTA LOAN - WYO

Policy No. 3-10758-M

Amount \$60,500.00

Charges \$20.00

SCHEDULE A

Effective Date: August 2, 1996 11:00 AM MDT

NAME OF INSURED

Sheridan State Bank

1. The estate of 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:

Bob R. Putman a single person

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

A Mortgage to secure an indebtedness in the original principal sum of \$60,500.00 recorded August 2, 1996, in Book 356 at page 49

Dated:

July 31, 1996

Mortgagor:

Rob R. Putman, a single person

Mortgagee:

Sheridan State Bank

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

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning



Policy No. 3-10758-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.
- 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 1996 AND SUBSEQUENT YEARS.



Policy No. 3-10758-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:

- 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 invalidity or unenforceability of the lien of the insured mortgage upon the title; 5.
- 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 1578590 ATTEST Mark & Arrison s

ENDORSEMENT

Premium \$ NA

Attached to and forming a part of Policy No. 3-10758-M

Date of Endorsement: JANUARY 13, 1997

THURMOND'S 2ND, BLK 2, PT L. 7 PUTMAN/SSB

SCHEDULE A, PARAGRAPH 2 OF THE ABOVE NUMBERED POLICY IS HEREBY AMENDED TO READ:

2. TITLE TO THE ESTATE OR INTEREST IN THE LANDS IS VESTED IN:

ROB R. PUTMAN A SINGLE PERSON

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

SEPTEMBER 24

First American Title Insurance Company

BY Parker S, Kennedy

PRESIDENT

ATTEST William C. Zacy En fr s

SECRETARY

AUTHORIZED AGENT OR VALIDATING OFFICER

WY 107.3

By



Form of Policy: ALTA LOAN - WYO

Policy No. 3-10759-M

Amount \$21,000.00

Charges \$126.00

SCHEDULE A

Effective Date: September 13, 1996 9:00 AM MDT

NAME OF INSURED

Sheridan State 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:

Rob R. Putman 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 \$21,000.00 recorded September 13, 1996, in Book 357 at page 576

Dated:

September 9, 1996

Mortgagor:

Rob R. Putman, a single person

Mortgagee:

Sheridan State Bank

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

Part of Lot 7, Block 2, of Thurmond's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as described as follows:

Commencing at the Southeast corner of said Lot 7 running thence West 60 feet; thence North 124 feet to alley; thence East 3 feet to a point; thence South 62 feet to a point; thence East 57 feet to the East line of said Lot; thence South 62 feet to the point of beginning



Policy No. 3-10759-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:

- 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.
- Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 1996 AND SUBSEQUENT YEARS.

8. A Mortgage entitled to secure an indebtedness in the original principal sum of \$60,500.00 and any other amounts and/or obligations secured thereby, recorded August 2, 1996, in Book 356, Page 49.

Dated:

July 31, 1996

Mortgagor:

Rob R. Putman, a single person

Mortgagee: Sheridan State Bank



Policy No. 3-10759-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





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

BY Parker S, Kennedy

PRESIDENT

ATTEST Mark & arrisen

SECRETARY

cw 1578590