

WILCOX ABSTRACT & TITLE
TITLE INSURANCE POLICY RECEIPT

File Number 53189

Loan Policy 53189-M Delivered / Emailed

Owner's Policy _____

Documents Attached: MTG _____ DEED _____

REL _____ ASSN _____

LEGAL Sheridan Land Co. 2nd Amd B27 L5

Delivered To: FNB

Date 12.10.19

Received By 



First American Title™

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Loan Policy

POLICY NUMBER

5011356-0010682e

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

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

COVERED RISKS

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

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

(Covered Risks Continued on Page 2)

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

First American Title Insurance Company

For Reference:

Dennis J. Gilmore
President

File #: 53189

Loan #: ****

Jeffrey S. Robinson
Secretary

WILCOX ABSTRACT & TITLE

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

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

This jacket was created electronically and constitutes an original document

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SCHEDULE A
First American Title Insurance Company
Policy No.: 53189

Address Reference: 1319 N Gould St, Sheridan, WY

Amount of Insurance: \$176,000.00

Premium: \$395.00

Date of Policy: July 3, 2019 at 11:53 AM

1. Name of Insured:

First Northern Bank of Wyoming, its successors and or assigns as their respective interests may appear

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

Fee Simple

3. Title is vested in:

Tracey K. Smiley, a single person

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

Mortgagor:	Tracey K. Smiley, a single person
Mortgagee:	First Northern Bank of Wyoming
Original Amount:	\$178,762.55
Dated:	July 2, 2019
Recorded:	July 3, 2019
Recording No.:	Book 1006, Page 69

NOTE: The Maximum monetary coverage given by this policy is the sum of \$176,000.00 and in case of loss, the liability of the Insurer shall not exceed the amount of unpaid principal due.

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

Lot 5, Block 27 of the Amended Plat of Sheridan Land Company's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

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

SCHEDULE B

Policy No.: 53189

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. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

SCHEDULE B

Policy No.: 53189

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



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Owner's Policy

POLICY NUMBER

5011456-0005574e

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

COVERED RISKS

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

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

(Covered Risks Continued on Page 2)

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

First American Title Insurance Company

For Reference:

Dennis J. Gilmore
President

File #: 52567

Jeffrey S. Robinson
Secretary

WILCOX ABSTRACT & TITLE

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

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

This jacket was created electronically and constitutes an original document

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SCHEDULE A

First American Title Insurance Company

Policy No.: 52567-O

Address Reference: 141 E 9th St., Sheridan, WY

Amount of Insurance: \$93,000.00

Premium: \$575.00

Date of Policy: March 29, 2019 at 04:15 PM MDT

1. Name of Insured:

Tracey K. Smiley

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

Fee Simple

3. Title is vested in:

Tracey K. Smiley, a single person

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

Lot 5, Block 27 of the Amended Plat of Sheridan Land Company's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

SCHEDULE B


Policy No.: 52567

PART I

EXCEPTIONS FROM COVERAGE

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

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

<div><div><div>FIRST AMERICAN</div><div></div></div><div><div>First American Title™</div></div></div> <div>ALTA Commitment for Title Insurance</div>	ISSUED BY
	First American Title Insurance Company
Schedule A	53189

SCHEDULE A

1. Commitment Date: **June 3, 2019 at 05:00 PM**

2. Policy(s) to be issued:

(a) ALTA® Loan Policy (8-1-2016)

Proposed Insured: **First Northern Bank of Wyoming, its successors and or assigns as their interests may appear**

Proposed Policy Amount: **\$176,000.00**

3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE**

4. Title to the Fee estate or interest in the Land is at the Commitment Date vested in:

Tracey K. Smiley, a single person


5. The Land is described as follows:

Lot 5, Block 27 of the Amended Plat of Sheridan Land Company's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	53189

SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1006-69 1. Mortgage executed by Tracey K. Smiley, a single person in favor of First Northern Bank of Wyoming, to secure an amount of \$176,000.00.

2. "Provide Title Company with Contractor's Final Affidavit, Owner's Affidavit, and estimated construction costs, the names of subcontractors, suppliers and materialmen, together with lien waivers, construction receipts or other satisfactory evidence of payment of construction costs, sufficient, in its opinion, to warrant deletion of Exception 1, 2, and 4 from Permanent Loan Policy when issued. NOTE: Title Company will delete Exception 3 and attach Endorsements WY-ALTA 8.1-06, WY-ALTA 9-06, and WY-ALTA 22-06 to Permanent Loan Policy when issued."

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. 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 the persons in possession of the Land.
3. Easements, claims of easements or encumbrances that are not shown in the Public Records.
4. 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.
5. 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.
6. (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.
7. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
8. 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.
9. TAXES FOR THE YEAR 2019.

NOTE: Taxes for the year 2018 appear to be in the amount of \$346.42, Parcel No. 7915, according to the County Treasurer. The first installment is due September 1, and payable on or before November 10. The second installment is due March 1 of the following year, and payable on or before May 10. The first installment is \$173.21 and PAID. The second installment is \$173.21 and PAID.