

57898

WILCOX ABSTRACT & TITLE
TITLE INSURANCE POLICY RECEIPT

File Number 54053

Loan Policy 54053-M Delivered / Emailed

Owner's Policy _____

Documents Attached: MTG 2019-754921 DEED _____

REL _____ ASSN _____

LEGAL Held L'A' Montgomery

Delivered To: FNB Date MAR 16 2020

Received By [Signature]

First Northern Bank
of Wyoming



First American Title™

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011356-0010820e

Loan Policy

-- 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 #: 54053
Loan #: 30196573

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.: 54053

Loan No.: 30196573

Address Reference: 420 S. Linden Ave., Sheridan, WY

Amount of Insurance: \$235,920.00

Premium: \$940.00

Date of Policy: December 27, 2019 at 04:11 PM MDT

1. Name of Insured:

Mortgage Electronic Registration Systems, Inc. solely as nominee for First Northern Bank of Wyoming, its successors and or assigns as their 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:

Donald Montgomery and Nichole Montgomery, husband and wife

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

Mortgagor:	Donald Montgomery and Nichole Montgomery, husband and wife
Mortgagee:	Mortgage Electronic Registration Systems, Inc. solely as nominee for First Northern Bank of Wyoming
Original Amount:	\$235,920.00
Dated:	December 27, 2019
Recorded:	December 27, 2019
Recording No.:	2019-754921

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

The North 70 Feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

EXCEPTING THEREFROM that portion conveyed to the City of Sheridan, Sheridan County, Wyoming, by Warranty Deed recorded March 9, 2007, Book 482, Page 568 of the Book of Deeds.

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

[X] WY-ALTA 8.1-06	(Environmental Protection Lien) Paragraph b refers to the following state statute(s): None
[X] WY-ALTA 9-06	(Restrictions, Encroachments, Minerals)
[X] WY-ALTA 22-06	(Location) The type of improvement is a residential structure, and the street address is shown above.

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

SCHEDULE B

Policy No.: 54053

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.

ALTA 1056.06
created by
6-17-06

ALTA 1056.06
created by
6-17-06

ALTA 1056.06
created by
6-17-06

SCHEDULE B

Policy No.: 54053

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

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: December 27, 2019 at 04:11 PM MDT

Premium: \$n/a

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

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

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

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

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

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY



ENDORSEMENT

Issued by
First American Title Insurance Company

Date of Endorsement: December 27, 2019 at 04:11 PM MDT

Premium: \$n/a

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

1. The existence, at Date of Policy, of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - i. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - ii. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - iii. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
- Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:
 - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees:
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

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

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

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

American Land Title Association
WY - ALTA 9-05 (Restrictions, Encroachments, Minerals)
Adopted 6/17/06

By

Authorized Countersignature

First American Title Insurance Company

BY

Carl S. Johnson

PRESIDENT

ATTEST

Michelle Kelley

SECRETARY



ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: December 27, 2019 at 04:11 PM MDT

Premium: \$n/a

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 420 S. Linden Ave., 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

Carl S. Johnson


PRESIDENT

ATTEST

Misty H. Kelley

SECRETARY



 First American Title™	Owner's Policy of Title Insurance ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011456-0006127e

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:

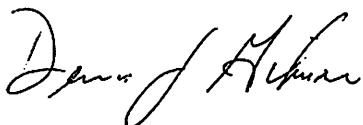
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, 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 #: 54053
Loan #: 30196573



Jeffrey S. Robinson
Secretary



(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.: 54053-O

Address Reference: 420 S. Linden Ave., Sheridan, WY

Amount of Insurance: \$294,900.00

Premium: \$763.00

Date of Policy: December 27, 2019 at 04:11 PM MDT

1. Name of Insured:

Donald Montgomery and Nichole Montgomery

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

Fee Simple

3. Title is vested in:

Donald Montgomery and Nichole Montgomery, husband and wife

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

The North 70 Feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

EXCEPTING THEREFROM that portion conveyed to the City of Sheridan, Sheridan County, Wyoming, by Warranty Deed recorded March 9, 2007, Book 482, Page 568 of the Book of Deeds.

SCHEDULE B


Policy No.: 54053

PART I

EXCEPTIONS FROM COVERAGE

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

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
8. Mortgage and the terms and conditions thereof: Mortgagor: Donald Montgomery and Nichole Montgomery, Mortgagee: First Northern Bank (MERS), in the original amount of \$235,920.00, Recorded: December 27, 2019, Recording #2019-754921.

	First American Title™	ALTA Commitment for Title Insurance
Schedule A		ISSUED BY First American Title Insurance Company
		54053

SCHEDULE A

1. Commitment Date: **December 3, 2019 at 05:00 PM**
2. Policy(s) to be issued:
 - (a) ALTA® Owner's Policy (8-1-2016)
 Proposed Insured: **Donald Montgomery and Nichole Montgomery, husband and wife**
 Proposed Policy Amount: **\$294,900.00**
 - (b) 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: **\$235,920.00**
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:
Joshua L. Voight and Brittany J. Voight, husband and wife
5. The Land is described as follows:
The North 70 Feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.
EXCEPTING THEREFROM that portion conveyed to the City of Sheridan, Sheridan County, Wyoming, by Warranty Deed recorded March 9, 2007, Book 482, Page 568 of the Book of Deeds.

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
Schedule BI & BII	ISSUED BY First American Title Insurance Company 54053

**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.

See 2020-775101

1. Release of the Mortgage: Mortgagor: Joshua L. Voight and Brittany J. Voight, husband and wife
Mortgagee: First Interstate Bank (MERS) Amount: \$263,286.00 Recorded November 13, 2017 in Book 966, Page 528.
2. Warranty Deed from Joshua L. Voight and Brittany J. Voight, husband and wife to Donald Montgomery and Nichole Montgomery, husband and wife. NOTE: A Statement of Consideration is required with each transfer of Title in the State of Wyoming.
3. Mortgage executed by Donald Montgomery and Nichole Montgomery, husband and wife in favor of First Northern Bank of Wyoming, to secure an amount of \$235,920.00. Provide Title Company with Owner's Affidavit, Borrower's Affidavit, sufficient in Title Company's opinion to delete Exceptions 1, 2, 3, and 4 from Loan Policy when issued and to attach Endorsements WY-ALTA 8.1-06, WY-ALTA 9-06, and WY-ALTA 22-06.

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 2019 appear to be in the amount of \$1,836.40, Parcel No. 10171, 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 \$918.20 and PAID. The second installment is \$918.20.

WILCOX ABSTRACT AND TITLE

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

February 11, 2020

Donald and Nichole Montgomery
420 S Linden Ave
Sheridan WY 82801



Enclosed please find:

- Alta Owner Policy #54053-O
- Warranty Deed, Recording #2019-754920

If you have any questions or we can be of further service please let us know. We certainly appreciate your business.

Sincerely,

Jodi Ilgen
Wilcox Abstract
Jodi@wilcoxabstract.com

BORROWER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Donald Montgomery and Nichole Montgomery, husband and wife who, after being first duly sworn, depose(s) and say(s) that he/she/they/it are the owner(s) of the following described land: 420 S. Linden Ave., Sheridan, WY; (Held pt L"A")

and more particularly described in the mortgage in favor of First Northern Bank of Wyoming dated securing the sum of \$235,920.00 and filed or to be filed for record in the office of the County Clerk, it is represented shall be a first mortgage lien on said land. That, to the best of the Affiants knowledge:

1. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☒ NONE

☐ Description of Improvement: _____

Was completed on: _____ At a cost of \$ _____

Will be completed on: _____ At a cost of \$ _____

Paid to: _____

2. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☒ NONE

☐ OTHER _____

3. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☒ NONE

☐ OTHER _____

4. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☒ NONE

☐ OTHER _____

5. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except:

☒ NONE

☐ OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this _____ day of _____, 2019.

Donald Montgomery
Donald Montgomery

Nichole M Montgomery
Nichole Montgomery

State of WY)

County of Sheridan) ss

Subscribed and sworn this 27 day of December, 2019

Witness my hand and official seal.

Notary Public



OWNER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

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

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

That has the address of: 420 S. Linden Ave., Sheridan, WY; (Held pt L"A")

That to the best of the Affiant's knowledge:

2. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☐ NONE

☐ Description of Improvement: _____

Was completed on: _____ At a cost of \$ _____

Will be completed on: _____ At a cost of \$ _____

Paid to: _____

3. There are no public improvements affecting the land that would give rise to a special tax or assessment after the date of closing, except:

☒ NONE

☐ OTHER _____

4. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☒ NONE

☐ OTHER _____

5. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☒ NONE

☐ OTHER _____

6. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☒ NONE

☐ OTHER _____

7. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except:

☒ NONE

☐ OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this 27 day of Dec., 2019.

Joshua L. Voight

Brittany J. Voight

State of WY
County of Sheridan ss

Subscribed and sworn this 27th day of Dec, 2019.

Witness my hand and official seal.

Notary Public



Vaignt

Wilcox Abstract & Title
Title Insurance Policy Receipt

File No: 50631

Loan Policy: 50631-M DELIVERED / EMAILED

Owner Policy: _____

Documents Attached: MTG 966-528 Deed _____


REL _____ ASSN _____

Legal: Held pt L'1'

Delivered to: FIRST INTERSTATE BANK

Date: 2-8-18

Received by: [Signature]

 First American Title™	Loan Policy of Title Insurance ISSUED BY First American Title Insurance Company
Loan Policy	POLICY NUMBER 5011356-0009136e

-- 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:

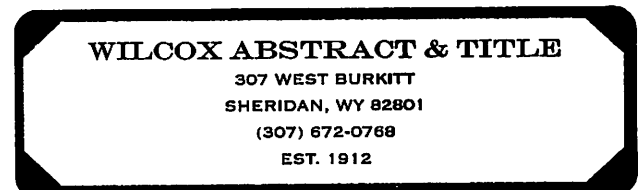


Dennis J. Gilmore
President

File #: 50631
Loan #: *****



Jeffrey S. Robinson
Secretary



(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.: 50631

Address Reference: 420 S. Linden, Sheridan, WY

Amount of Insurance: \$263,286.00

Premium: \$507.00

Date of Policy: November 13, 2017 at 04:38 PM MDT

1. Name of Insured:

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

Joshua L. Voight and Brittany J. Voight, husband and wife

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

Mortgagor: Joshua L. Voight and Brittany J. Voight, husband and wife
Mortgagee: Mortgage Electronic Registration Systems, Inc. solely as nominee for First Interstate Bank
Original Amount: \$263,286.00
Dated: November 13, 2017
Recorded: November 13, 2017
Recording No.: Book 966, Page 528

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

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

EXCEPTING that portion conveyed to the City of Sheridan, Sheridan County by deed recorded March 9, 2007 Book 482, Page 568 of the Book of Deeds.

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

[X] WY-ALTA 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state statute(s): None
[X] WY-ALTA 9-06 (Restrictions, Encroachments, Minerals)
[X] WY-ALTA 22-06 (Location) The type of improvement is a residential structure, and the street address is shown above.

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

SCHEDULE B

Policy No.: 50631

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.

SCHEDULE B

Policy No.: 50631

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

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: November 13, 2017 at 04:38 PM MDT

Premium: \$n/a

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

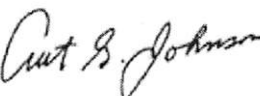

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over

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

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

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

First American Title Insurance Company

BY  PRESIDENT
ATTEST  SECRETARY



ENDORSEMENT

Issued by
First American Title Insurance Company

Date of Endorsement: November 13, 2017 at 04:38 PM MDT

Premium: \$n/a

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

1. The existence, at Date of Policy, of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - i. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - ii. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - iii. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
- Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:
 - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees:
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

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

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

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

American Land Title Association
WY - ALTA 9-06 (Restrictions, Encroachments, Minerals)
Adopted 6/17/06

By: _____

Authorized Countersignature

First American Title Insurance Company

BY

Curt S. Johnson

PRESIDENT

ATTEST

Christy H. Heng

SECRETARY



ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: November 13, 2017 at 04:38 PM MDT

Premium: \$n/a

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 420 S. Linden, 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




PRESIDENT

ATTEST



SECRETARY



 First American Title™	Owner's Policy of Title Insurance ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011456-0004495e

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.

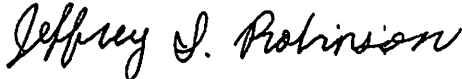
First American Title Insurance Company

For Reference:

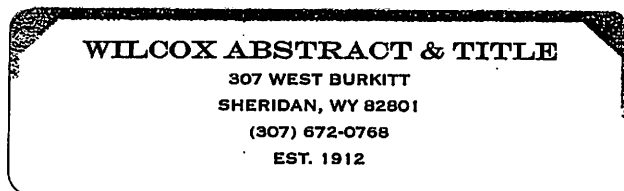
File #: 50631



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



(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.: 50631-O

Address Reference: 420 S. Linden, Sheridan, WY

Amount of Insurance: \$255,000.00

Premium: \$978.00

Date of Policy: November 13, 2017 at 04:38 PM MDT

1. Name of Insured:

Joshua L. Voight and Brittany J. Voight

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

Fee Simple

3. Title is vested in:

Joshua L. Voight and Brittany J. Voight, husband and wife

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

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

EXCEPTING that portion conveyed to the City of Sheridan, Sheridan County by deed recorded March 9, 2007 Book 482, Page 568 of the Book of Deeds.

SCHEDULE B

Policy No.: 50631

PART I

EXCEPTIONS FROM COVERAGE

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

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
8. Mortgage and the terms and conditions thereof: Mortgagor: Joshua L. Voight and Brittany J. Voight, Mortgagee: First Interstate Bank (MERS), in the original amount of \$263,286.00, Recorded: November 13, 2017 in Book: 966, Page 528.

WILCOX ABSTRACT AND TITLE

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

January 11, 2018

Joshua and Brittany Voight
420 S Linden
Sheridan WY 82801



Enclosed please find:

- Alta Owner Policy #50631-O
- Warranty Deed recorded in Book 570, Page 318

If you have any questions or we can be of further service please let us know. We certainly appreciate your business.

Sincerely,

Jodi Ilgen
Wilcox Abstract
Jodi@wilcoxabstract.com

OWNER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

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

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

That has the address of: 420 S. Linden, Sheridan, WY; (Held pt L'A')

That to the best of the Affiant's knowledge:

2. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☒ NONE

☐ Description of Improvement: _____

Was completed on: _____ At a cost of \$ _____

Will be completed on: _____ At a cost of \$ _____

Paid to: _____

3. There are no public improvements affecting the land that would give rise to a special tax or assessment after the date of closing, except:

☒ NONE

☐ OTHER _____

4. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☒ NONE

☐ OTHER _____

5. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☒ NONE

☐ OTHER _____

6. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☒ NONE

☐ OTHER _____

7. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except:

☒ NONE

☐ OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this 9 day of NOVEMBER, 2017.

Roxanne Boggiano
Roxanne Boggiano

William E. Boggiano
William E. Boggiano

State of WY)

County of Sheridan) ss

Subscribed and sworn this 9 day of Nov

Witness my hand and official seal.

Notary Public



BORROWER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Joshua L. Voight and Brittany J. Voight, husband and wife who, after being first duly sworn, depose(s) and say(s) that he/she/they/it are the owner(s) of the following described land: 420 S. Linden, Sheridan, WY; (Held pt L'A')

and more particularly described in the mortgage in favor of First Interstate Bank dated securing the sum of \$257,575.00 and filed or to be filed for record in the office of the County Clerk, it is represented shall be a first mortgage lien on said land. That, to the best of the Affiants knowledge:

1. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☒ NONE

☐ Description of Improvement: _____

Was completed on: _____ At a cost of \$ _____

Will be completed on: _____ At a cost of \$ _____

Paid to: _____

2. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☒ NONE

☐ OTHER _____

3. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☒ NONE

☐ OTHER _____

4. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☒ NONE

☐ OTHER _____

5. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except:

☒ NONE

☐ OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this 13 day of November, 2017.

Joshua L. Voight

Brittany J. Voight

State of WY)

) ss

County of Sheridan)

Subscribed and sworn this 13 day of Nov, 2017.

Witness my hand and official seal.

Notary Public



Wilcox Abstract & Title
Title Insurance Policy Receipt

File No. 43272

Loan Policy Emailed

Owner Policy _____

Documents Attached: MTG 874-181 DEED 544-28

REL _____ ASSN _____

Legal Held pt L'A'

Delivered to: FIB Date: NOV 26 2013

Received by: _____



First American Title

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011456-0001567e

Owner's Policy

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:

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:

File #: 43272



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
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)

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SCHEDULE A

First American Title Insurance Company

Policy No.: 43272-O

Address Reference: 420 S Linden Ave, Sheridan, WY
Amount of Insurance: \$237,500.00
Date of Policy: November 8, 2013 at 04:00 PM MDT

Premium: \$647.00

1. Name of Insured:

Roxanne Boggiano and William E. Boggiano

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

Fee Simple

3. Title is vested in:

Roxanne Boggiano and William E. Boggiano, husband and wife

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

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

EXCEPTING that portion conveyed to the City of Sheridan, Sheridan County by deed recorded March 9, 2007 Book 482, Page 568 of the Book of Deeds.

SCHEDULE B

Policy No.: 43272

PART I

EXCEPTIONS FROM COVERAGE

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

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
8. A Mortgage entitled to secure an indebtedness in the original principal sum of \$237,500.00 and any other amounts and/or obligations secured thereby, recorded November 8, 2013 in Book 874, Page 181, Dated: November 8, 2013, Mortgagor: Roxanne Boggiano and William E. Boggiano, husband and wife, Mortgagee: First Interstate Bank.

 First American Title	Loan Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5011356-0005932e
Loan Policy	

-- 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 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:

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



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

For Reference:

File #: 43272

Loan #: *****

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.: 43272

Loan No.: 910041026

Address Reference: 420 S Linden Ave, Sheridan, WY

Amount of Insurance: \$237,500.00

Premium: \$463.00

Date of Policy: November 8, 2013 at 04:00 PM MDT

1. Name of Insured:

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

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

Fee Simple

3. Title is vested in:

Roxanne Boggiano and William E. Boggiano, husband and wife

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

Mortgagor: Roxanne Boggiano and William E. Boggiano, husband and wife
Mortgagee: Mortgage Electronic Registration Systems, Inc. solely as nominee for First
Interstate Bank
Original Amount: \$237,500.00
Dated: November 8, 2013
Recorded: November 8, 2013
Recording No.: Book 874, Page 181

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

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of
Sheridan, Sheridan County, Wyoming.

EXCEPTING that portion conveyed to the City of Sheridan, Sheridan County by deed recorded
March 9, 2007 Book 482, Page 568 of the Book of Deeds.

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

[] WY-ALTA 4-06 (Condominium)
[] WY-ALTA 4.1-06
[] WY-ALTA 5-06 (Planned Unit Development)
[] WY-ALTA 5.1-06
[] WY-ALTA 6-06 (Variable Rate)
[X] WY-ALTA 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state statute(s): None
[X] WY-ALTA 9-06 (Restrictions, Encroachments, Minerals)
[X] WY-ALTA 22-06 (Location) The type of improvement is a residential structure, and the street address is
shown above.

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

SCHEDULE B

Policy No.: 43272

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.

SCHEDULE B

Policy No.: 43272

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

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: November 8, 2013 at 04:00 PM MDT

Premium: \$n/a

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

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

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

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

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

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY



ENDORSEMENT

Issued by
First American Title Insurance Company

Date of Endorsement: November 8, 2013 at 04:00 PM MDT

Premium: \$n/a

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

1. The existence, at Date of Policy, of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - i. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - ii. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - iii. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
- Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:
 - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees:
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

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

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

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

American Land Title Association
WY - ALTA 9-06 (Restrictions, Encroachments, Minerals)
Adopted 6/17/06

By: 
Authorized Countersignature

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: November 8, 2013 at 04:00 PM MDT

Premium: \$n/a

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 420 S Linden Ave, 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



PRESIDENT

ATTEST



SECRETARY



BORROWER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Roxanne Boggiano and William E. Boggiano, husband and wife who, after being first duly sworn, depose(s) and say(s) that he/she/they/it are the owner(s) of the following described land: 420 S Linden, Sheridan, WY; (Held pt L"A")

and more particularly described in the mortgage in favor of First Interstate Bank dated 11/08/13 securing the sum of \$237,500.00 and filed or to be filed for record in the office of the County Clerk, it is represented shall be a first mortgage lien on said land. That, to the best of the Affiants knowledge:

1. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☒ NONE

☐ Description of Improvement: _____

Was completed on: _____ At a cost of \$ _____

Will be completed on: _____ At a cost of \$ _____

Paid to: _____

2. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☒ NONE

☐ OTHER _____

3. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☒ NONE

☐ OTHER _____

4. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☒ NONE

☐ OTHER _____

5. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except:

☒ NONE

☐ OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this 8th day of November, 2013.

Roxanne Boggiano
Roxanne Boggiano

William E. Boggiano
William E. Boggiano

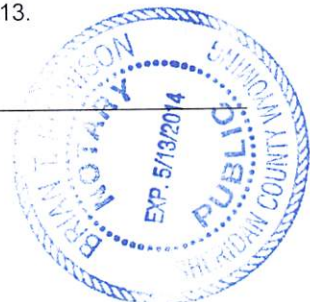
State of WY)
)ss

County of Sheridan

Subscribed and sworn this 8th day of Nov, 2013.

Witness my hand and official seal.

[Signature]
Notary Public



OWNER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

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

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

That has the address of: 420 S Linden, Sheridan, WY; (Held pt L"A")

That to the best of the Affiant's knowledge:

2. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☒ NONE

☐ Description of Improvement: _____
Was completed on: _____ At a cost of \$ _____
Will be completed on: _____ At a cost of \$ _____
Paid to: _____

3. There are no public improvements affecting the land that would give rise to a special tax or assessment after the date of closing, except:

☒ NONE

☐ OTHER _____

4. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☒ NONE

☐ OTHER _____

5. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☒ NONE

☐ OTHER _____

6. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☒ NONE

☐ OTHER _____

7. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except:

☒ NONE

☐ OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this 8th day of November, 2013.

David J. Maxey
David J. Maxey

Nicole C. Maxey
Nicole C. Maxey

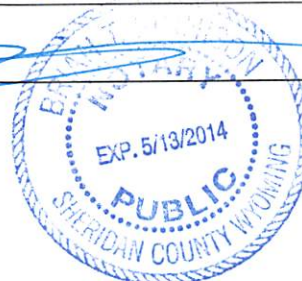
State of WY

County of Sheridan

Subscribed and sworn this 8th day of November, 2013.

Witness my hand and official seal.

[Signature]
Notary Public



Wilcox Abstract & Title
Title Insurance Policy Receipt

File No. 41576

Loan Policy 41576-M

Owner Policy _____

Documents Attached: MTG _____ DEED _____

REL _____ ASSN _____

Legal Held Add. pt Lt A

Delivered to: FIB Date: _____

Received by: B Souman

 First American Title	Loan Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5011356-0003205e
Loan Policy	

-- 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 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:

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



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

For Reference:

File #: 41576

Loan #: ****

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.: 41576

Address Reference: 420 S. Linden Avenue, Sheridan, WY

Amount of Insurance: \$192,700.00

Premium: \$407.00

Date of Policy: September 12, 2011 at 2:17 P.M. MDT

1. Name of Insured:

First Interstate Bank, 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:

David J. Maxey and Nicole C. Maxey, husband and wife

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

Mortgagor: David J. Maxey and Nicole C. Maxey, husband and wife

Mortgagee: First Interstate Bank, its successors and/or assigns as their respective interests
may appear

Original Amount: \$192,700.00

Dated: September 7, 2011

Recorded: September 12, 2011

Recording No.: Book 805, Page 563

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

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of
Sheridan, Sheridan County, Wyoming

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

☐ WY-ALTA 4-06 (Condominium)

☐ WY-ALTA 4.1-06

☐ WY-ALTA 5-06 (Planned Unit Development)

☐ WY-ALTA 5.1-06

☐ WY-ALTA 6-06 (Variable Rate)

☐ WY-ALTA 6.2-06 (Variable Rate--Negative Amortization)

☒ WY-ALTA 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state
statute(s): None

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

☐ WY-ALTA 13.1-06 (Leasehold Loan)

☐ WY-ALTA 14-06 (Future Advance-Priority)

☐ WY-ALTA 14.1-06 (Future Advance-Knowledge)

☐ WY-ALTA 14.3-06 (Future Advance-Reverse Mortgage)

☒ WY-ALTA 22-06 (Location) The type of improvement is a residential structure, and the street
address is shown above.

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

SCHEDULE B

Policy No.: 41576

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.

SCHEDULE B

Policy No.: 41576

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

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: September 12, 2011 at 2:17 P.M. MDT

Premium: \$n/a

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

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

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

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

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

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: September 12, 2011 at 2:17 P.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:

1. The existence, at Date of Policy, of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - i. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - ii. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - iii. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:
 - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees:
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

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

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

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

American Land Title Association
WY - ALTA 9-06 (Restrictions, Encroachments, Minerals)
Adopted 6/17/06

First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY



ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: September 12, 2011 at 2:17 P.M. MDT

Premium: \$n/a

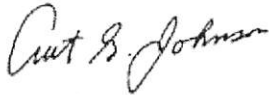
The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 420 S. Linden Avenue, Sheridan, WY, to be located on the Land at Date of Policy.

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



PRESIDENT

ATTEST



SECRETARY



OWNER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

State of Wyoming)
County of Sheridan)ss

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

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

That has the address of: 420 S. Linden Avenue, Sheridan, WY (Held pt Lt A)

That to the best of the Affiant's knowledge:

2. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☒ NONE

☐ Description of Improvement: _____
Was completed on: _____ At a cost of \$ _____
Will be completed on: _____ At a cost of \$ _____
Paid to: _____

3. There are no public improvements affecting the land that would give rise to a special tax or assessment after the date of closing, except:

☒ NONE

☐ OTHER _____

4. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☒ NONE

☐ OTHER _____

5. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☒ NONE

☐ OTHER _____

6. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☒ NONE

☐ OTHER _____

7. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except:

☒ NONE

☐ OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this 7th day of September, 2011

David J. Maxey
David J. Maxey

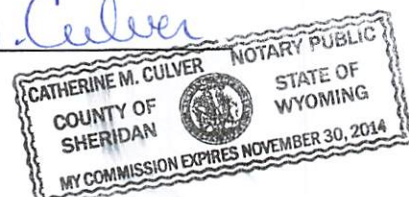
Nicole C. Maxey
Nicole C. Maxey

State of Wyoming)
County of Sheridan)ss

Subscribed and sworn this 7th day of September, 2011.

Witness my hand and official seal.

Catherine M. Culver
Notary Public



Abstract & Title
Title Insurance Policy Receipt

File No. 39500

Loan Policy 39500-m

Owner Policy _____

Documents Attached: MTG _____ DEED _____

REL _____ ASSN _____

Legal Held pt LTA

Delivered to: FIB Date: AUG 13 2010

Received by: _____




First American Title

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011356-0001457e

Loan Policy

-- 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 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:

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



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

For Reference:

File #: 39500

Loan #: ****

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.: 39500

Address Reference: 420 S. Linden Avenue, Sheridan, WY

Amount of Insurance: \$185,500.00

Premium: \$400.00

Date of Policy: May 10, 2010 at 2:15 P.M. MDT

1. Name of Insured:

First Interstate Bank, 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:

David J. Maxey and Nicole C. Maxey, husband and wife

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

Mortgagor: David J. Maxey and Nicole C. Maxey, husband and wife
Mortgagee: First Interstate Bank
Original Amount: \$185,500.00
Dated: May 4, 2010
Recorded: May 10, 2010
Recording No.: Book 768, Page 360

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

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming

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

- ☐ WY-ALTA 4-06 (Condominium)
- ☐ WY-ALTA 4.1-06
- ☐ WY-ALTA 5-06 (Planned Unit Development)
- ☐ WY-ALTA 5.1-06
- ☐ WY-ALTA 6-06 (Variable Rate)
- ☐ WY-ALTA 6.2-06 (Variable Rate--Negative Amortization)
- ☒ WY-ALTA 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state statute(s): None
- ☒ WY-ALTA 9-06 (Restrictions, Encroachments, Minerals)
- ☐ WY-ALTA 13.1-06 (Leasehold Loan)
- ☐ WY-ALTA 14-06 (Future Advance-Priority)
- ☐ WY-ALTA 14.1-06 (Future Advance-Knowledge)
- ☐ WY-ALTA 14.3-06 (Future Advance-Reverse Mortgage)
- ☒ WY-ALTA 22-06 (Location) The type of improvement is a residential structure, and the street address is shown above.

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

SCHEDULE B

Policy No.: 39500

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.

SCHEDULE B

Policy No.: 39500

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

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: May 10, 2010 at 2:15 P.M. MDT

Premium: \$n/a

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

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

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

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

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

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY



ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: May 10, 2010 at 2:15 P.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:

1. The existence, at Date of Policy, of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - i. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - ii. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - iii. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:
 - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees:
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

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

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

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

American Land Title Association
WY - ALTA 9-06 (Restrictions, Encroachments, Minerals)
Adopted 6/17/06

First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY



ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: May 10, 2010 at 2:15 P.M. MDT

Premium: \$n/a

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 420 S. Linden Avenue, 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



PRESIDENT

ATTEST



SECRETARY



OWNER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

State of Wyoming)
County of Sheridan)ss

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

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

That has the address of: 420 S. Linden Avenue, Sheridan, WY (Held pt Lt A)

That to the best of the Affiant's knowledge:

2. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☐ NONE

☐ Description of Improvement: _____

Was completed on: _____ At a cost of \$ _____

Will be completed on: _____ At a cost of \$ _____

Paid to: _____

3. There are no public improvements affecting the land that would give rise to a special tax or assessment after the date of closing, except:

☐ NONE

☐ OTHER _____

4. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☐ NONE

☐ OTHER _____

5. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☐ NONE

☐ OTHER _____

6. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☐ NONE

☐ OTHER _____

7. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except:

☐ NONE

☐ OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this 4th day of may, 2010.

David J. Maxey
David J. Maxey

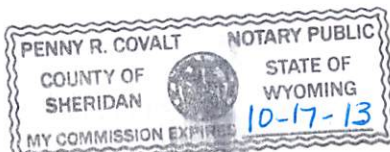
Nicole C. Maxey
Nicole C. Maxey

State of Wyoming)
County of Sheridan)ss

Subscribed and sworn this 4th day of may, 2010.

Witness my hand and official seal.

Penny R Covalt
Notary Public



Wilcox Abstract & Title
Title Insurance Policy Receipt

File No. 35799

Loan Policy 20710 m

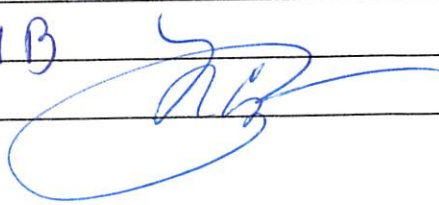
Owner Policy _____

Documents Attached: MTG _____ DEED _____

REL _____ ASSN _____

Legal Held L & A N 70' of E 225'

Delivered to: FIB _____ Date: _____

Received by:  _____

Form of Policy: ALTA LOAN - WYO

Policy No. 3-20710-M

Amount \$188,000.00

Charges \$401.00

SCHEDULE A

Effective Date: March 10, 2008 2:25 P.M. MDT

NAME OF INSURED

First Interstate Bank,
its successors and or assigns, as their interests may appear

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:

David J. Maxey and Nicole C. Maxey
husband and wife

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

A Mortgage to secure an indebtedness in the original principal sum of \$188,000.00
recorded March 10, 2008, in Book 699 at page 448


Dated: March 5, 2008

Mortgagor: David J. Maxey and Nicole C. Maxey, husband and wife

Mortgagee: First Interstate Bank

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

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City
of Sheridan, Sheridan County, Wyoming.


Issuing Agent

SCHEDULE B

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

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in 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 exercise of the mineral right.
3. Taxes and assessments which are not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS.

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

Policy No. 3-20710-M

SCHEDULE B

Part II

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

NONE

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-20710-M

Date of Endorsement: March 10, 2008 2:25 P.M. MDT

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

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

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

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

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

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

First American Title Insurance Company

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Zappala Jr* SECRETARY

By

[Signature]
AUTHORIZED AGENT OR VALIDATING OFFICER

ALTA 8-1
(3/3/92)

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-20710-M

Date of Endorsement: March 10, 2008 2:25 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 420 South Linden Avenue, Sheridan Wyoming, 82801

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

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

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

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

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


Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler Jr.* SECRETARY

By 
AUTHORIZED AGENT OR VALIDATING OFFICER

WY 116
(3/3/92)

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-20710-M

Date of Endorsement: March 10, 2008 2:25 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:

1. The existence at Date of Policy of any of the following:

- a) 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.

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

- (a) invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
- (b) loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.

3. Damage to existing improvements, including lawns, shrubbery or trees:

- (a) 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;
- (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.

5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

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

As used in paragraphs 1(b)(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.

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler Jr* SECRETARY

By

[Signature]
AUTHORIZED AGENT OR VALIDATING OFFICER

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



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;
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

Gary L. Keruott

PRESIDENT

ATTEST

Mark A. Arsen

SECRETARY

WILCOX ABSTRACT & TITLE

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

CW



8278395

**BUYER'S/BORROWER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY**

Kena Z Taylor
Notary Public

Wilcox Abstract & Title
Title Insurance Policy Receipt

File No. 34867

Loan Policy 20008-15

Owner Policy 20008-6

Documents Attached: MTG 619.79 DEED 488.183

REL _____ ASSN _____

Legal Hed Add, Lot 'A' pt

Delivered to: 1st Interstate Bank Date: 8.21.07

Received by: _____



Form of Policy: ALTA OWNER'S - WYO

Policy No. 3-20008-O

Amount \$230,000.00

Charges \$890.00

SCHEDULE A

Effective Date: August 13, 2007 10:30 A.M. MDT

NAME OF INSURED

David J. Maxey and Nicole C. Maxey

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:

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming EXCEPTING THEREFROM that certain Warranty Deed as recorded March 9, 2007 in Book 482 of Deeds, Page 568.

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 2007 AND SUBSEQUENT YEARS.

8. A Mortgage entitled to secure an indebtedness in the original principal sum of \$184,000.00 and any other amounts and/or obligations secured thereby, recorded August 13, 2007, in Book 679 at page 79
Dated: August 10, 2007
Mortgagor: David J. Maxey and Nicole C. Maxey, husband and wife
Mortgagee: First Interstate Bank

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-20008-M

Amount \$184,000.00

Charges \$389.00

SCHEDULE A

Effective Date: August 13, 2007 10:30 A.M. MDT

NAME OF INSURED

First Interstate Bank

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

FEE

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

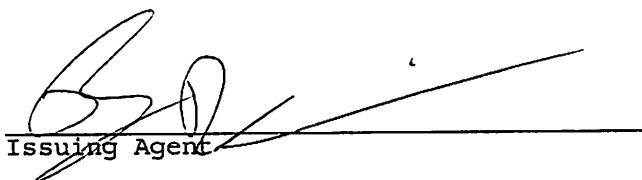
David J. Maxey and Nicole C. Maxey
husband and wife

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

A Mortgage to secure an indebtedness in the original principal sum of \$184,000.00 recorded August 13, 2007, in Book 679 at page 79
Dated: August 10, 2007
Mortgagor: David J. Maxey and Nicole C. Maxey, husband and wife
Mortgagee: First Interstate Bank

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

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming EXCEPTING THEREFROM that certain Warranty Deed as recorded March 9, 2007 in Book 482 of Deeds, Page 568.


Issuing Agent

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

PRESIDENT

ATTEST

SECRETARY



J-2336359

SCHEDULE B

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

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
2. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
3. Taxes and assessments 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. 3-20008-M

SCHEDULE B

Part II

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

NONE

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-20008-M

Date of Endorsement: August 13, 2007 10:30 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:

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

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

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

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

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler* SECRETARY

By


AUTHORIZED AGENT OR VALIDATING OFFICER

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c Attached to and forming a part of Policy No. 3-20008-M
Date of Endorsement: August 13, 2007 10:30 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 420 South Linden Avenue, Sheridan Wyoming, 82801

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

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

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

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

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

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Young* SECRETARY

By


AUTHORIZED AGENT OR VALIDATING OFFICER

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-20008-M

Date of Endorsement: August 13, 2007 10:30 A.M. MDT

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The existence at Date of Policy of any of the following:

- a) 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.

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

- (a) invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
- (b) loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.

3. Damage to existing improvements, including lawns, shrubbery or trees:

- (a) 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;
- (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.

5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

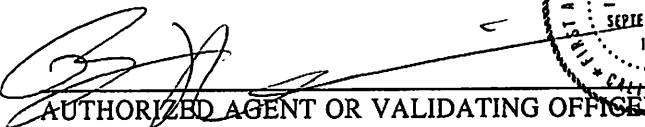
Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(b)(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.

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801

By


AUTHORIZED AGENT OR VALIDATING OFFICER



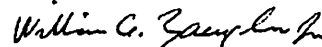
First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY

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
EST. 1912

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;
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  PRESIDENT

ATTEST  SECRETARY



8988070

RE: Commitment No. 3-34867

BUYER'S/BORROWER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

State of Wyoming)
)ss
County of Sheridan)

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, David J. Maxey and Nicole C. Maxey who, after being first duly sworn, depose(s) and say(s) that he/she/they/it are the owners(s) of following described land:

The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming EXCEPTING THEREFROM that certain Warranty Deed as recorded March 9, 2007 in Book 482 of Deeds, Page 568.

and more particularly described in the mortgage in favor of First Interstate Bank, its successors and or assigns, as their interests may appear dated _____ securing the sum of \$184,000.00 and filed, or to be filed, for record in the Office of the County Clerk, it is represented that this shall be a first mortgage line on said land.

1. That to the best of the Affiant's knowledge, there have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☒ NONE
____Description of Improvement_____

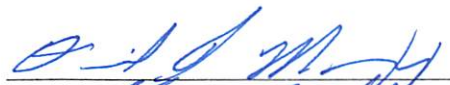
2. ☒ That there is no other person(s) in possession of or who have been permitted to use of the land other than:
☒ NONE
____OTHER_____


3. That to the best of Affiant's knowledge, there are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:
☒ NONE
____OTHER_____

4. ☒ That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:
☒ NONE
____OTHER_____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he/she/they/it has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this _____ day of _____, 20_____.




David J. Maxey


Nicole C. Maxey

Subscribed and sworn this 10th day of August, 2007.

Witness my hand and official seal.





Notary Public

RE: Commitment No. 3-34867

OWNER'S AFFIDAVIT
to
FIRST AMERICAN TITLE INSURANCE COMPANY

State of Wyoming)
)ss
County of Sheridan)

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

1. That they are the owner of the following described land in Sheridan County, Wyoming:
The North 70 feet of the East 225 feet of Lot "A", Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming
EXCEPTING THEREFROM that certain Warranty Deed as recorded March 9, 2007 in Book 482 of Deeds, Page 568.
That has the address of: 420 South Linden Avenue, Sheridan Wyoming, 82801.

2. That to the best of the Affiant's knowledge, there have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:

☒ NONE

—Description of Improvement: _____
Was completed on: _____ At a cost of \$ _____
Will be completed on: _____ At a cost of \$ _____
Paid to: _____

3. That to the best of the Affiant's knowledge, there are no public improvements affecting the land that would give rise to a special tax or assessment after the date of closing, except:

☒ NONE

—OTHER _____

4. That there is no other person(s) in possession of or who have been permitted to use of the land other than:

☒ NONE

—OTHER _____

5. That to the best of Affiant's knowledge, there are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except:

☒ NONE

—OTHER _____

6. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance on title, except:

☒ NONE

—OTHER _____

This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.

Dated this 10th day of August, 2007.


Lou Ann Slater

Thomas Clifton Slater



Subscribed and sworn to this 10th day of Aug, 2007.
Witness my hand and official seal.


Notary Public



FIRST AMERICAN TITLE GUARANTY OF WYOMING

**CASPER, WYOMING
TITLE INSURANCE POLICY**

Form of Policy: PLAIN LANGUAGE POLICY

Policy No. 3-6537-0

Amount \$45,000.00

Charges \$285.00

SCHEDULE A

Effective Date: JUNE 14, 1989 AT 3:45 P.M.,MDT

NAME OF INSURED

LU ANN HAMRICK

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:

THE NORTH 70 FEET OF THE EAST 225 FEET OF LOT "A", HELD ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING



Form & Type of Policy: PLAIN LANGUAGE POLICY
WY (6-1-87)

Policy No. 3-6537-0

SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. Any rights, interests, or claims to parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof.
6. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
7. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

TAXES FOR THE YEAR 1989 AND SUBSEQUENT YEARS.

8. A mortgage entitled to secure an indebtedness in the original principal sum of \$45,464.00 and any other amounts and/or obligations secured thereby, recorded JUNE 14, 1989, in Book 263, Page 354.
Dated: JUNE 13, 1989
Mortgagor: LOU ANN HAMRICK
Mortgagee: ROCKY MOUNTAIN F.S.B.

Said Mortgage assigned to WYOMING COMMUNITY DEVELOPMENT AUTHORITY by instrument recorded JUNE 14, 1989 in Book 263 of Mortgages, Page 360.



FIRST AMERICAN TITLE GUARANTY OF WYOMING

CASPER, WYOMING

MORTGAGEE'S TITLE INSURANCE POLICY

Form of Policy: ALTA LOAN - WYO

Policy No. 3-6537-M

Amount \$45,464.00

Charges \$109.50

SCHEDULE A

Effective Date: JUNE 14, 1989 AT 3:45 P.M.,MDT

NAME OF INSURED

WYOMING COMMUNITY DEVELOPMENT AUTHORITY,

1. The title to the fee estate in said land is at the date hereof vested in:

LU ANN HAMRICK

2. 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 \$45,464.00, recorded JUNE 14, 1989, in Book 263, Page 354.

Dated: JUNE 13, 1989

Mortgagor: LOU ANN HAMRICK

Mortgagee: ROCKY MOUNTAIN F.S.B.

Said Mortgage assigned to WYOMING COMMUNITY DEVELOPMENT AUTHORITY by instrument recorded JUNE 14, 1989 in Book 263 of Mortgages, Page 360.

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

THE NORTH 70 FEET OF THE EAST 225 FEET OF LOT "A", HELD ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING



Form & Type of Policy : ALTA LOAN - WYO

Policy No. 3-6537-M

SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

TAXES FOR THE YEAR 1989 AND SUBSEQUENT YEARS.

2. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims, or title to water.
3. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.



Form No. TG1056 -- B2
ALTA Loan Policy - 1970

ALTA LOAN - WYO

Policy No. 3-6537-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

**SEE TG100 AND TG116 ENDORSEMENTS ATTACHED HERETO AND
MADE A PART HEREOF.**

First American Title Guaranty of Wyoming

CASPER, WYOMING

ENDORSEMENT

Premium \$

Attached to and forming a part of Policy No. 3-6537-M

Effective Date June 14, 1989

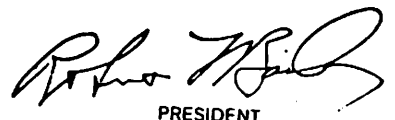
The Company hereby insures against loss which said Insured shall sustain by reason of any of the following matters:

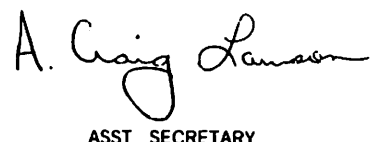
1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) That there are no present violations on said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

Wherever in this indorsement any or all of the words "covenants, condition 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. The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulation thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

FIRST AMERICAN TITLE GUARANTY OF WYOMING


PRESIDENT


ASST. SECRETARY



By 
AUTHORIZED AGENT OR VALIDATING OFFICER

First American Title Guaranty of Wyoming

CASPER, WYOMING

ENDORSEMENT

Premium \$

Attached to and forming a part of Policy No. 3-6537-M

Effective Date June 14, 1989

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

A RESIDENTIAL STRUCTURE

known as 420 South Linden, Sheridan, Wyoming

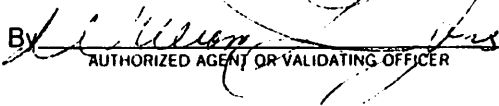
and that the map attached to this policy shows the correct location and dimensions of said land according to those records which under the recording laws impart constructive notice as to said land.

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.

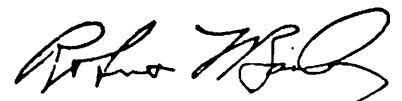
The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

FIRST AMERICAN TITLE GUARANTY OF WYOMING

By 
AUTHORIZED AGENT OR VALIDATING OFFICER




PRESIDENT

Attest 
ASSISTANT SECRETARY

First American Title Guaranty of Wyoming

CASPER, WYOMING

ENDORSEMENT

Premium \$

Attached to and forming a part of Policy No. 3-6537-M

Date of Endorsement: June 14, 1989

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

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

(a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or

(b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

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.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy, binder or commitment unless otherwise expressly stated.

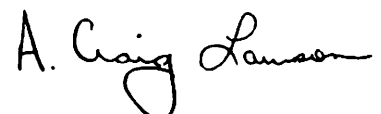
The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

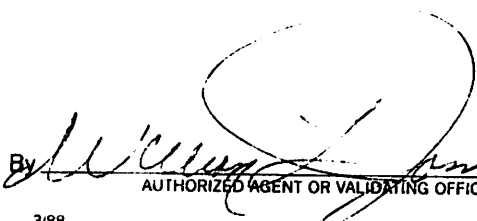
This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

FIRST AMERICAN TITLE GUARANTY OF WYOMING




PRESIDENT


ASST. SECRETARY

By 
AUTHORIZED AGENT OR VALIDATING OFFICER

FIRST AMERICAN TITLE GUARANTY OF WYOMING

421 SOUTH CENTER
CASPER, WY 82601 (307) 237-8486

STATE OF _____)
COUNTY OF _____)SS

BORROWER'S AFFIDAVIT

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, _____ who, after being first duly sworn, depose(s) and say(s) that (he) (she) (they) or _____ (is) (are) the owner(s) of the property known as _____

and more particularly described in the _____ in favor of _____ dated _____, securing the sum of \$ _____ and filed, or to be filed, for record in the office of the authorized recording official for said jurisdiction, which it is represented shall be a first lien on said property.

THAT there have been no improvements constructed, nor have there been any redecorations or repairs of existing improvement on said mortgaged property within a period of one year next preceding the date hereof, and that no such construction, redecorations or repairs are now contemplated nor required as a condition for the making of the loan secured by said security instrument;

THAT all bills or obligations incurred in connection with said improvements, including the construction, redecoration or repair thereof, have been paid in full, and in cash (as distinguished from any other method requiring any payment in the future), and that there are no claims for labor, services or material furnished in connection with said improvement which remain unpaid, except:*

THAT there is no person in actual possession or having a right to possession of said property or any part thereof, other than said owner(s), except:**

FURTHER, that there are no unpaid bills for, nor chattel mortgages, conditional bills of sale or other liens affecting any fixtures or any mantles, awnings, door or window screens or storm sash, or any plumbing, lighting, heating, cooking, cooling, refrigerating or ventilating apparatus used in connection with the improvements upon said property;

THAT this affidavit is made for the purpose of inducing said lender to make the loan evidenced and secured by the aforesaid security instrument and FIRST AMERICAN TITLE GUARANTY OF WYOMING to insure the title to said property without exception to, possible claims of mechanics, material-men and laborers, and, to rights of any person in possession who might have a claim adverse to the rights of said lender, without which it is understood said lender would not make said loan, nor would said Title Company assume such liability.

[Signature]

SUBSCRIBED AND SWORN TO before me this 13th day of June, 19 89.

TARLA D. MORRIS - Notary Public

County of
Sheridan



State of
Wyoming

[Signature]
Notary Public

My Commission Expires: My Commission Expires Aug. 6, 1991

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

**Here identify any person other than owner(s) in actual possession or having any right of possession, and if "none," or if "tenants from month-to-month," so state. If person(s) are tenants under lease or are contract purchaser(s), attach copy of lease or contract, together with agreement in writing, executed and acknowledged, fully subordinating such rights thereunder to the lien of the subject security instrument.

First American Title Guaranty of Wyoming

HOME OFFICE: 421 SOUTH CENTER STREET • CASPER, WYOMING 82601-2825 (307) 237-8486

OWNER'S AFFIDAVIT

ss.

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, _____, _____ and _____ or _____ of _____ who, after being first duly sworn, depose(s) and say(s) that (he) (she) (they) or _____ (is) (are) the owner(s) of the property known as

and more particularly described in the _____ in favor of _____ dated _____, securing the sum of \$ _____ and filed, or to be filed, for record in the office of the authorized recording official for said jurisdiction, which it is represented shall be a first lien on said property.

* THAT there have been no improvements constructed, nor have there been any redecorations or repairs of existing improvement on said mortgaged property within a period of one year next preceding the date hereof, and that no such construction, redecorations or repairs are now contemplated nor required as a condition for the making of the loan secured by said security instrument; (or)

* THAT all improvement upon said property, including the construction, redecoration or repair thereof made within a period of one year next preceding the date hereof, have been made under (his) (her) (their) own supervision, no contractor having been employed, and that same were completed on or about the _____ day of _____, 19____; (or)

* THAT all improvements upon said property, including the construction, redecoration on repair thereof made within a period of one year next preceding the date hereof, have been made under the supervision of _____ as contractor employed by (him) (her) (them) to make said improvements and that same were accepted as fully completed on or about the _____ day of _____, 19____;

* THAT all bills or obligations incurred in connection with said improvements, including the construction, redecoration or repair thereof, have been paid in full, and in cash (as distinguished from any other method requiring any payment in the future), and that there are no claims for labor, services or material furnished in connection with said improvement which remain unpaid, except:**

THAT there is no person in actual possession or having a right to possession of said property or any part thereof, other than said owner(s), except:***

FURTHER, that there are no unpaid bills for, nor chattel mortgages, conditional bills of sale or other liens affecting, any fixtures or any mantles, awnings, door or window screens or storm sash, or any plumbing, lighting, heating, cooking, cooling, refrigerating or ventilating apparatus used in connection with the improvements upon said property;

THAT this affidavit is made for the purpose of inducing said lender to make the loan evidenced and secured by the aforesaid security instrument and FIRST AMERICAN TITLE GUARANTY OF WYOMING to insure the title to said property without exception to, possible claims of mechanics, material men and laborers, and, to rights of any person in possession who might have a claim adverse to the rights of said lender, without which it is understood said lender would not make said loan, nor would said Title Company assume such liability.



[Signature]
[Signature]

SUBSCRIBED AND SWORN TO before me this 13th day of June, 1989.

[Signature]
Notary Public

(N.P. Seal)
My commission expires:

- * Delete and initial paragraphs which are applicable. If the first such paragraph is applicable, the next three are not applicable and should be deleted. The fourth paragraph is applicable to either the second or third such paragraph.
- ** If any unpaid, name claimants and the amount due each. Also, in such event, affidavit should be supplemented by a waiver or release of lien executed by each unpaid claimant. If all paid, state "none."
- *** Here identify any person other than owner(s) in actual possession or having any right of possession, and if "none," or if "tenants from month-to-month," so state. If person(s) are tenants under lease or are contract purchaser(s) attach copy of lease or contract, together with agreement in writing, executed and acknowledged, fully subordinating such rights thereunder to the lien of the subject security instrument.

FIRST AMERICAN

STATEMENT

NO.15839

WILCOX ABSTRACT & TITLE GUARANTY
307 W. Burkitt
Sheridan, Wyoming 82801
Ph. (307) 672-0768

Date:MAY 31, 1989

Commitment for:ROCKY MTN.(STARLA)

Re:YATES/HAMRICK

PART OF LOT A, HELD ADDITION
SHERIDAN, WYOMING

Policy of Title Insurance: Owners	\$285.00
Abstract Surrender Credit	(\$
Credit for Prior Policy	(\$
SUBTOTAL	\$285.00

Mortgagee (Lender's Title Interest Only) \$109.50

SUBTOTAL \$394.50

OTHER SERVICES:

Abstracting	\$
Deed Preparation	\$
Closing Fees	\$
Recording Fees	\$

BALANCE DUE \$394.50

THANK YOU FOR YOUR BUSINESS!

(tear along dotted line)

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

INVOICE NO.15839

Date of Payment_____

Commitment for: YATES/HAMRICK

PART OF LOT A, HELD ADDITION
SHERIDAN, WYOMING

Payment of \$_____ is enclosed

285.00
85.50
105.50
4,
109.50