

57912

WILCOX ABSTRACT & TITLE
TITLE INSURANCE POLICY RECEIPT

File Number 54285

Loan Policy 54285-M Delivered / Emailed

Owner's Policy _____

Documents Attached: MTG 2020-756214 DEED _____

REL _____ ASSN _____

LEGAL SLC B54 L9

Delivered To: FNB Date APR 20 2020

Received By Spenn

First Northern Bank
of Wyoming



First American Title™

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011356-0010969e

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 #: 54285
Loan #: 30206897

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.: 54285

Loan No.: 30206897

Address Reference: 329 N Custer St, Sheridan, WY 82801

Amount of Insurance: \$141,000.00

Premium: \$352.00

Date of Policy: February 28, 2020 at 04:33 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:

Rachel M. Forister, a single person

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

Mortgagor: Rachel M. Forister, a single person
Mortgagee: Mortgage Electronic Registration Systems, Inc. solely as nominee for
First Northern Bank of Wyoming
Original Amount: \$141,000.00
Dated: February 24, 2020
Recorded: February 28, 2020
Recording No.: 2020-756214

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

Lot 9, Block 54, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming.

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.: 54285

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.: 54285

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: February 28, 2020 at 04:33 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

Curt B. Johnson

PRESIDENT

ATTEST

Misty H. Hays

SECRETARY



ENDORSEMENT

Issued by
First American Title Insurance Company

Date of Endorsement: February 28, 2020 at 04:33 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 B. Johnson

PRESIDENT

ATTEST

Christy M. Hays

SECRETARY



ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: February 28, 2020 at 04:33 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 329 N Custer St, 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™	ALTA Commitment for Title Insurance
Schedule A		ISSUED BY First American Title Insurance Company
		54285

SCHEDULE A

1. Commitment Date: **February 13, 2020 at 05:00 PM**

2. Policy(s) to be issued:

(a) ALTA® Loan Policy (8-1-2016)

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

Proposed Policy Amount: **\$141,000.00**

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

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

Rachel M. Forister, a single person


5. The Land is described as follows:

Lot 9, Block 54, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming.

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

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	54285

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.
- Handwritten notes in blue ink:*
 1. Release of the Mortgage: Mortgagor: Rachel M. Forister, a single person Mortgagee: First Interstate Bank Amount: \$147,184.00 Recorded November 7, 2016 in Book 942, Page 35. Assignment of Mortgagee's Interest: Assignee: Wyoming Community Development Authority, Recorded: November 10, 2016 in Book 942, Page 290.
2. Mortgage executed by Rachel M. Forister, a single person in favor of First Northern Bank of Wyoming, to secure an amount of \$141,000.00. 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 2020.

NOTE: Taxes for the year 2019 appear to be in the amount of \$1,07478, Parcel No. 8262, 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 \$537.39 and PAID. The second installment is \$537.39.

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: 329 N Custer, Sheridan, WY; (SLC B54 L9)

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 24th day of February, 2020.

Rachel M. Forister

State of WY)

County of Sheridan) ss

Subscribed and sworn this 24th day of Feb

Witness my hand and official seal.

Notary Public



WILCOX ABSTRACT AND TITLE

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

June 20, 2016

ROCO Investments, LLC
PO Box 6177
Sheridan, WY 82801

Dear Sir or Madam

Enclosed please find:


- Owner's Policy #48134-O
- Warranty Deed recorded in Book 560, Page 49

Feel free to call with any questions or concerns.

Sincerely,

Mary Zemski
Wilcox Abstract



	First American Title™	Owner's Policy of Title Insurance
Owner's Policy		ISSUED BY First American Title Insurance Company POLICY NUMBER 5011456-0003281e

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.

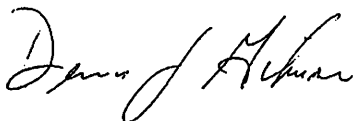
(Covered Risks Continued on Page 2)

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 #: 48134



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

WILCOX ABSTRACT & TITLE

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

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

This jacket was created electronically and constitutes an original document

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SCHEDULE A

First American Title Insurance Company

Policy No.: 48134-O

Address Reference: 329 North Custer, Sheridan, WY

Amount of Insurance: \$67,455.96

Premium: \$500.00

Date of Policy: May 25, 2016 at 04:44 PM MDT

1. Name of Insured:

ROCO Investments, LLC , a Wyoming limited liability company

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

Fee Simple

3. Title is vested in:

ROCO Investments, LLC, a Wyoming limited liability company

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

Lot 9, Block 54, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming.

SCHEDULE B

Policy No.: 48134

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.

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: 329 North Custer, Sheridan, WY; (SLC B54, L9)

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 25 day of May, 2016.

Mary Glantz
Mary Glantz

State of WY)

County of Sheridan) ss

Subscribed and sworn this 25 day of May, 2016.

Witness my hand and official seal.

Notary Public



WILCOX ABSTRACT AND TITLE

307 W. Burkitt
Sheridan, WY 82801

December 29, 2009

CMS Legal Services, LLC
Attention: Danette Baldacci
330 South Walsh, Suite 202
Casper, WY 82609

Dear Danette

Enclosed please find:

- Sheriff's Deed recorded in Book 511, Page 722

Feel free to call with any questions or concerns.

Sincerely,

Sarah Myers
Wilcox Abstract



WILCOX ABSTRACT AND TITLE

307 W. Burkitt
Sheridan, WY 82801

August 18, 2009

CMS Legal Services, LLC
Attention: Danette Baldacci
330 South Walsh, Suite 202
Casper, WY 82609

Dear Danette

Enclosed please find:

- Certificate of Sale recorded in Book 508, Page 259

Feel free to call with any questions or concerns.

Sincerely,

Sarah Myers
Wilcox Abstract



ENDORSEMENT

Attached to and forming a part of Policy No. wyend06

Issued By

First American Title Insurance Company

Date of Endorsement: August 13, 2009 at 2:26 P.M. MDT

Premium \$n/c

The Company does hereby change the effective Date of the Policy to read: July 29, 2009 at 5:00 P.M. MDT

The Policy is further endorsed to include the following: 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.

WY - 107.3

First American Title Insurance Company

BY

Grant B. Johnson

PRESIDENT

ATTEST

Christy H. Heng

SECRETARY



ENDORSEMENT

Attached to and forming a part of Policy No. 37357

Issued By

First American Title Insurance Company

Date of Endorsement: June 26, 2009

Premium \$n/a

The Company does hereby change the effective Date of the Policy to read: June 2, 2009 @ 5: 00 P.M. MDT

The Policy is further endorsed to include the following: 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.

WY - 107.3

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY





FORECLOSURE TITLE POLICY

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

First American Title Insurance Company

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

COVERED RISKS

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

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

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

First American Title Insurance Company

BY

Gary L. Kenneth

PRESIDENT

ATTEST

Mark A. Anderson

SECRETARY

WILCOX ABSTRACT & TITLE

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



SCHEDULE A

Premium: \$450.00

Policy No.: 37357

1. Date of Policy: 12/26/08 at 05:00 PM
2. Liability Amount: \$71,512.26
3. Name of Insured:

Fidelity Mortgage of NY

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

FEE

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

Ted L. Champlin

6. Mortgage subject of the foreclosure:

Mortgagor:	Ted L. Champlin
Mortgagee:	Fidelity Mortgage of NY, a division of Delta Funding Corp
Amount:	\$72,150.00
Recorded:	April 23, 2007
Recording Information:	Book 665, Page 723

7. The land referred to in this Policy is situated in Sheridan County, State of Wyoming , and described as follows:

Lot 9, Block 54, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming

Issued by: **Wilcox Abstract & Title Co.**
Address: **307 West Burkitt, Sheridan, WY 82801**

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

1. Ted L. Champlin
329 N. Custer Avenue
Sheridan, WY, 82801

Military Status

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

SCHEDULE B - PART II

[Names (and address if applicable) of Federal, State and other Government authorities]

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

Federal Tax Lien Act of 1966

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

SCHEDULE B - PART III

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

Sheridan Press
144 E. Grinnell
Sheridan, WY 82801

2. The Land referred to in this Policy is located in: Sheridan County, Wyoming

With an address of: 329 N. Custer Avenue, Sheridan, WY 82801

Assessors Parcel or Tax Identification No.: APN #8262

PART I

SCHEDULE OF EXCEPTIONS

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens or encumbrances or claims thereof, which are not shown by the public records..
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
7. Taxes and assessments not shown by the records of the County Treasurer.
Taxes for the year **2008** Tax Year and subsequent years.
8. The mortgage described or referenced to in paragraph 6 of Schedule A.

PART II
(Additional Exceptions)

PART III
(Affected Exceptions)

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

Wilcox Abstract & Title
Title Insurance Policy Receipt

File No. 29903

Loan Policy 16606-m

Owner Policy _____

Documents Attached: MTG 560-301 DEED _____

REL _____ ASSN _____

Legal Lot 9, Block 54, Sheridan Land
Company's Addition

Delivered to: Cedar Creek Mortgage Date: _____

Received by: D. Simmer



THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-16606-M

Amount \$61,200.00

Charges \$458.00

SCHEDULE A

Effective Date: April 7, 2004 3:45 P.M. MDT

NAME OF INSURED

Mortgage Electronic Registration Systems, Inc.

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

FEE

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

Ted L. Champlin

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 \$61,200.00 recorded April 7, 2004, in Book 560 at page 301

Dated: April 2, 2004

Mortgagor: Ted L. Champlin

Mortgagee: Mortgage Electronic Registration Systems, Inc.

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

Lot 9, Block 54, Sheridan Land Company's Addition to the 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, attorney's fees or expenses) by reason of the following:

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

TAXES FOR THE YEAR 2004 AND SUBSEQUENT YEARS.

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

Policy No. 3-16606-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. 3-16606-M

Date of Endorsement: April 7, 2004 3:45 P.M. MDT

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

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

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

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

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

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

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler* SECRETARY

BY  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. 3-16606-M

Date of Endorsement: April 7, 2004 3:45 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 329 N. Custer, Sheridan WY 82801

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

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

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

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

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

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. 3-16606-M

Date of Endorsement: April 7, 2004 3:45 P.M. MDT

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, proved such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or result in loss or impairment of the title to said estate or interest if the Insured shall acquire such title in 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 excepted 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 the endorsement any of all of the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants and conditions contained in any lease referred to in Schedule A.

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

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

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

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

First American Title Insurance Company

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



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

WILCOX ABSTRACT & TITLE

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

ISSUED BY

First American Title Insurance Company

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

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

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

First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY

CW

RE: Commitment No. 3-29903

BORROWER'S AFFIDAVIT TO FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Ted L. Champlin who, after being first duly sworn, depose(s) and say(s) that (he)(she)(they) or _____ (is)(are) the owners(s) of the property known as 329 N. Custer, Sheridan WY 82801, described as:

Lot 9, Block 54, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming.

\$61,200.00 BK
and more particularly described in the Mortgage in favor of Mann Financial Inc. dated 4-2-04 securing the sum of \$56,000.00 and filed, or to be filed, for record in the office of the authorized recording official for said jurisdiction, which it is represented shall be a first lien on said property.

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

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

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

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

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

Ted L. Champlin
Ted L. Champlin

State of Wyoming)
County of Sheridan)SS

The foregoing instrument was acknowledged before me by Ted L. Champlin

this 2nd day of April, 2004.

Witness my hand and official seal.



[Signature]
Notary Public

*If any unpaid 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

CASPER, WYOMING
TITLE INSURANCE POLICY

Form of Policy: ALTA OWNER'S - WYO

Policy No. 3-6470-0

Amount \$31,000.00

Charges \$229.00

SCHEDULE A

Effective Date: AUGUST 2, 1989 AT 9:25 A.M. MDT

NAME OF INSURED

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

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:

LOT 9, BLOCK 54, SHERIDAN LAND COMPANY'S ADDITION TO THE CITY OF SHERIDAN,
SHERIDAN COUNTY, WYOMING

Form & Type of Policy: ALTA OWNER'S - WYO

Policy No. 3-6470-0

SCHEDULE B

This Policy does not insure against loss or damage 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. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
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.

First American Title Guaranty of Wyoming

CASPER, WYOMING

ENDORSEMENT

HUD

L. 9, Blk 54, Sheridan Land
Co., Adn.

Premium \$ NA

Date of Endorsement: MARCH 20, 1990

Attached to and forming a part of Policy No. 3-6470-0

Schedule A of the above numbered Policy is hereby amended to read:

POLICY NO. 3-6570-0

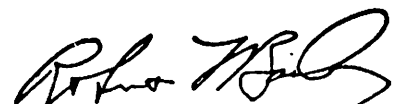
AMOUNT: \$27,500.00

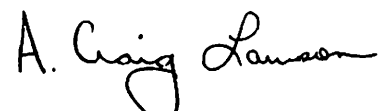
This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective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

FIRST AMERICAN TITLE GUARANTY OF WYOMING



By _____
AUTHORIZED AGENT OR VALIDATING OFFICER


PRESIDENT


ASST. SECRETARY



STATEMENT

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

ERNEST W. HALLE
P.O. BOX 826
CHEYENNE WY 82003

NO. 15946
Date: 08/04/89
Re: HUD

LEGAL RE: SHERIDAN LAND ADDN, L9, BLK 54

TITLE INSURANCE POLICY	229.00
RECORDING FEES	4.00

BALANCE DUE	\$ 233.00
-------------	-----------

THANK YOU FOR YOUR BUSINESS!

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

INVOICE NO. 15946 Date of Payment _____

Commitment for: HUD

Payment of \$ _____ is enclosed

FIRST AMERICAN

STATEMENT

NO.15727

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

Date:3-16-89

For: Earnest Halle
P. O. Box 826, Cheyenne
82003-0826

Re: FG 3-6330-0

L.9, BL. 54, SHER. LAND CO.

March 7, 1989 Foreclosure Sale attendance on above
referenced Guarantee

\$ 50.00

BALANCE DUE

\$50.00

THANK YOU FOR YOUR BUSINESS!

(tear along dotted line)

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

INVOICE NO.15727 Date of Payment _____

For: FG 3-6330-0/L.9, BL.54, SHER. LAND CO.

Payment of \$ _____ is enclosed



STATEMENT

NO. 15602

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

Date: 12-22-88

Commitment for: Earnest Halle

P.O. 826, Cheyenne, 82003-0826

Re: O'Daniels

Lt 9, Blk 54, SLC Addn., Sheridan, Wyoming

Policy of Title Insurance: FG	\$215.00	
Mortgagee (Lender's Title Interest Only)		
Abstract Surrender Credit		
Less Discount	\$107.50	
	SUBTOTAL	\$107.50

Abstracting
Deed Preparation
Closing Costs
Recording Fees

COPY

BALANCE DUE

\$107.50

pd 1/10/89
107⁵⁰

THANK YOU FOR YOUR BUSINESS!

(tear along dotted line)

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

INVOICE NO. 15602

Date of Payment _____

Commitment for O'Daniels

Lt 9, Blk 54, SLC Addn., Sheridan, Wyoming

Payment of \$ _____ is enclosed

10/88

STATEMENT

WITNESSES: JAMES J. ...
JAMES J. ...
JAMES J. ...
JAMES J. ...

DATE: ...
BY: ...
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of ...

...
...
...

COPY

1/10/89
by 1027

...

...

...

...

...

...

FORECLOSURE GUARANTEE

Liability \$ 27,650.00

Policy No. 3-6330-0-FG

Fee \$ 172.00

Your Ref. Inv.# 15602

Subject to the exclusions from coverage, the limits of liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee.

The Title Guaranty Company of Wyoming, Inc.

a corporation, herein called the Company

GUARANTEES

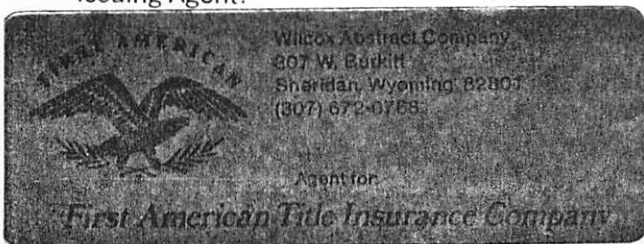
FIRST INTERSTATE MORTGAGE COMPANY

herein called the Insured, against loss not exceeding the liability amount stated above which the Insured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below;

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in order of their priority;
2. The names of the persons who appear to have acquired an interest of record affecting the title to the herein described land are as shown herein.

Dated: DECEMBER 21, 1988 AT 5:00 P.M. MST

Issuing Agent:



Tom Kenna
Authorized Signature

THE TITLE GUARANTY COMPANY OF WYOMING, INC.



Ray Stultz
PRESIDENT

Robert W. Hill
ASSISTANT SECRETARY

02118



TG Guarantee (5/87)

Policy No. 3-6330-O-FG

SCHEDULE A

1. Title to said estate or interest at the date hereof is vested in:

RUSSELL H. O'DANIELS AND ROBIN L. O'DANIELS, HUSBAND AND WIFE
329 North Custer, Sheridan, Wyoming 82801

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

FEE

3. The land referred to in this Guarantee is situated in the State of WYOMING, County of SHERIDAN, and is described as follows:

LOT 9, BLOCK 54 OF SHERIDAN LAND COMPANY'S ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING



TG Guarantee (5/87)

Policy No. 3-6330-O-FG

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorney's fees or expenses, any or all of which arise by reason of the following:

PART ONE:

1. Rights or claims of parties in possession.
2. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
3. Facts which would be disclosed by a comprehensive survey of the premises herein described.
4. Covenants, Conditions, Restrictions and Reservations.
5. Ownership of minerals and mineral rights.
6. Easements, Reservations and Servitudes imposed by operation of law or contained in instruments of record.
7. Any defect or invalidity in the title to said land occasioned by any claim or allegation as to a fraudulent transfer arising from any bankruptcy proceedings filed by or on behalf of RUSSELL H. O'DANIELS AND ROBIN L. O'DANIELS, HUSBAND AND WIFE.
8. All General Taxes and Special Assessments.

TAXES FOR THE YEAR 1989 AND SUBSEQUENT YEARS.

NOTE: Tax Roll #8262 for year 1988 appears to be paid in amount of \$220.56.

Part Two: Subject to the following Mortgages, Liens, and Monetary Encumbrances of record, if any:

A Mortgage entitled to secure an indebtedness in the original principal sum of \$27,650.00 and any other amounts and/or obligations secured thereby, recorded July 10, 1986 in Book 241 of Mortgages, Page 143.

Dated: July 9, 1986

Mortgagor: Russell H. O'Daniels and Robin L. O'Daniels, husband and wife

Mortgagee: First Interstate Bank of Casper, N.A.

Said Mortgage assigned to First Interstate Mortgage Company of Colorado by instrument dated August 18, 1986 and recorded August 21, 1986 in Book 242 of Mortgages, Page 206.



SCHEDULE B - CONTINUED

Policy No. 3-6330-O-FG

Said Mortgage assigned to Interstate Lending Corporation by instrument dated September 26, 1986 and recorded August 30, 1988 in Book 257 of Mortgages, Page 643.

Said Mortgage assigned to First Interstate Mortgage Company by instrument dated September 29, 1986 and recorded April 12, 1988 in Book 255 of Mortgages, Page 146.



Foreclosure Guarantee (5/87)

Policy No. 3-6330-O-FG

INFORMATION FOR INSURED

1. The names of the mortgagors in the Mortgage and all persons who appear to be subsequent mortgagors of the record under the Mortgage are:

RUSSELL H. O'DANIELS AND ROBIN L. O'DANIELS, HUSBAND AND WIFE

2. The names of persons, other than those listed in 1 above, who appear to have acquired an interest in record affecting the title to the herein described property are:

NONE

3. Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto which contain certain notice requirements regarding the sale of land under a deed of trust if the owner is entitled to the benefits of said act.
4. Attention is called to the Federal Tax Lien Act of 1966, which among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his delegates as a requirement for the discharge or divestment of a Federal Tax Lien in a non-judicial sale, and established with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.
5. The Company assumes no liability for loss or damage by reason of defects, liens, encumbrances, adverse claims, or other matters: (a) not known by the Company and not shown by the public records, (b) or attaching subsequent to the effective date of this Guarantee.



ALTA Owner's Policy-Wyo.
Standard Form B - 1970
Amended 10/17/70 and 10/17/84

POLICY OF TITLE INSURANCE

ISSUED BY

***The Title Guaranty Company of
Wyoming, Inc.***

The liabilities assumed under this policy have been reinsured with First American Title Insurance Company, a California corporation, pursuant to an Agreement dated September 1, 1979.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, THE TITLE GUARANTY COMPANY OF WYOMING, INC., a 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, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land; or
4. unmarketability of such title.

IN WITNESS WHEREOF, The Title Guaranty Company of Wyoming, Inc. has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Issuing Agent:

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

**WILCOX ABSTRACT & TITLE COMPANY
BOX 6004 200 W. LOUCKS
SHERIDAN, WYOMING 82801**




Authorized Signature


PRESIDENT


ASST. SECRETARY

O 62537 2/85

SCHEDULE OF EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY:

1. (a) GOVERNMENTAL POLICE POWER.
(b) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION RELATING TO ENVIRONMENTAL PROTECTION.
(c) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING ORDINANCES) RESTRICTING OR REGULATING OR PROHIBITING THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND, OR REGULATING THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND, OR PROHIBITING A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART.
(d) THE EFFECT OF ANY VIOLATION OF THE MATTERS EXCLUDED UNDER (a), (b) OR (c) ABOVE, UNLESS NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION HAS BEEN RECORDED AT DATE OF POLICY IN THOSE RECORDS IN WHICH UNDER STATE STATUTES DEEDS, MORTGAGES, LIS PENDENS, LIENS OR OTHER TITLE ENCUMBRANCES MUST BE RECORDED IN ORDER TO IMPART CONSTRUCTIVE NOTICE TO PURCHASERS OF THE LAND FOR VALUE AND WITHOUT KNOWLEDGE; PROVIDED, HOWEVER, THAT WITHOUT LIMITATION, SUCH RECORDS SHALL NOT BE CONSTRUED TO INCLUDE RECORDS IN ANY OF THE OFFICES OF FEDERAL, STATE OR LOCAL ENVIRONMENTAL PROTECTION, ZONING, BUILDING, HEALTH OR PUBLIC SAFETY AUTHORITIES.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE OF SUCH RIGHTS APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS (a) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT; (b) NOT KNOWN TO THE COMPANY AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO THE INSURED CLAIMANT EITHER AT DATE OF POLICY OR AT THE DATE SUCH CLAIMANT ACQUIRED AN ESTATE OR INTEREST INSURED BY THIS POLICY AND NOT DISCLOSED IN WRITING BY THE INSURED CLAIMANT TO THE COMPANY PRIOR TO THE DATE SUCH INSURED CLAIMANT BECAME AN INSURED HEREUNDER; (c) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT; (d) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR (e) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage hereunder.
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (d) "land": the land described, specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of an

insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

(Continued on inside back cover)

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 537 S. Center Street, Casper, Wyoming 82601 or to the office which issued this policy.

The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING
TITLE INSURANCE POLICY

Form of Policy: ALTA Owners Policy - Wyo

Policy No. 3-5373-0

Amount \$ 27,500.00

SCHEDULE A

Charges \$ 106.40

Effective Date AUGUST 21, 1986 at 5:00 P.M.

NAME OF INSURED

RUSSELL H. O'DANIELS AND ROBIN L. O'DANIELS

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:

LOT 9, BLOCK 54, SHERIDAN LAND COMPANY'S
ADDITION TO THE CITY OF SHERIDAN, SHERIDAN
COUNTY, WYOMING.

SCHEDULE B

This Policy does not insure against loss or damage 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. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
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 1986 and subsequent years.

8. A Mortgage entitled to secure an indebtedness in the original principal sum of \$27,650.00 and any other amounts and/or obligations secured thereby recorded July 10, 1986 in Book 241 of Mortgages, Page 143.

Dated: July 9, 1986

Mortgagor: Russell H. O'Daniels and Robin L. O'Daniels,
 husband and wife

Mortgagee: First Interstate Bank of Casper, N.A.

Said Mortgage assigned to First Interstate Mortgage Company of Colorado by instrument recorded August 21, 1986 in Book 242 of Mortgages, Page 206.

The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING

INDORSEMENT

This additional coverage is provided at no additional charge.

Attached to and forming a part of Policy No. 3-5373-0

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by the Policy. The coverage will increase by the same percentage change by which the annual "ENR 20-cities Building Cost Index" has increased, (as published in the "4th Quarter Roundup" December issue of Engineering News Record, a weekly McGraw Hill publication.) All upward adjustments in the aggregate shall not exceed a 50% total rise in the amount of insurance, so that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of the Policy, less the amount of any claim paid under the Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in the Building Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

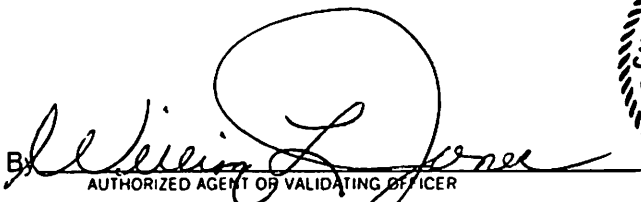
Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy, binder or commitment unless otherwise expressly stated.

The total liability of the Company under said policy and any 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.

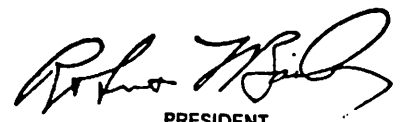

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

WILCOX ABSTRACT COMPANY
P.O. BOX 6004
SHERIDAN, WYOMING
82801


AUTHORIZED AGENT OR VALIDATING OFFICER




PRESIDENT

ASST. SECRETARY

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.

American Land Title Association
Loan Policy-Wyo.-1970
Amended-10/17/70
and 10/17/84



The coverage of this mortgagee policy is limited to the interest of the mortgagee only.

POLICY OF TITLE INSURANCE
ISSUED BY
The Title Guaranty Company of
Wyoming, Inc.

The liabilities assumed under this policy have been reinsured with First American Title Insurance Company, a California corporation, pursuant to an Agreement dated September 1, 1979.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, THE TITLE GUARANTY COMPANY OF WYOMING, INC., a 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, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land;
4. unmarketability of such title;
5. the invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. the priority of any lien or encumbrance over the lien of the insured mortgage;
7. any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not 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. the invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

IN WITNESS WHEREOF, The Title Guaranty Company of Wyoming, Inc. has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Issuing Agent:

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

WILCOX ABSTRACT & TITLE COMPANY
BOX 6004 200 W. LOUCKS
SHERIDAN, WYOMING 82801



William L. Jones
Authorized Signature

Robert M. Hill
PRESIDENT

A. Craig Lanson
ASST. SECRETARY

L 57096

SCHEDULE OF EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY:

1. (a) GOVERNMENTAL POLICE POWER.
(b) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION RELATING TO ENVIRONMENTAL PROTECTION.
(c) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING ORDINANCES) RESTRICTING OR REGULATING OR PROHIBITING THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND, OR REGULATING THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND, OR PROHIBITING A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART.
(d) THE EFFECT OF ANY VIOLATION OF THE MATTERS EXCLUDED UNDER (a), (b) OR (c) ABOVE, UNLESS NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION HAS BEEN RECORDED AT DATE OF POLICY IN THOSE RECORDS IN WHICH UNDER STATE STATUTES DEEDS, MORTGAGES, LIEN PENDENS, LIENS OR OTHER TITLE ENCUMBRANCES MUST BE RECORDED IN ORDER TO IMPART CONSTRUCTIVE NOTICE TO PURCHASERS OF THE LAND FOR VALUE AND WITHOUT KNOWLEDGE; PROVIDED, HOWEVER, THAT WITHOUT LIMITATION, SUCH RECORDS SHALL NOT BE CONSTRUED TO INCLUDE RECORDS IN ANY OF THE OFFICES OF FEDERAL, STATE OR LOCAL ENVIRONMENTAL PROTECTION, ZONING, BUILDING, HEALTH OR PUBLIC SAFETY AUTHORITIES.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE OF SUCH RIGHTS APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS (a) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT; (b) NOT KNOWN TO THE COMPANY AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO THE INSURED CLAIMANT EITHER AT DATE OF POLICY OR AT THE DATE SUCH CLAIMANT ACQUIRED AN ESTATE OR INTEREST INSURED BY THIS POLICY AND NOT DISCLOSED IN WRITING BY THE INSURED CLAIMANT TO THE COMPANY PRIOR TO THE DATE SUCH INSURED CLAIMANT BECAME AN INSURED HEREUNDER; (c) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT; (d) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR (e) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF FAILURE OF THE INSURED AT DATE OF POLICY OR OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS TO COMPLY WITH APPLICABLE "DOING BUSINESS" LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. (a) CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE

This policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee, of the insured mortgage, provided that

provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is caused by a defect, lien, encumbrance, or other matter insured against by this policy.

defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

4. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or

(iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occur prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any cases insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

12. NOTICES, WHERE SENT

All notices required to be given to the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 537 S. Center Street, Casper, Wyoming 82601 or to the office which issued this policy.

The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING
MORTGAGEE'S TITLE INSURANCE POLICY

Form of Policy: ALTA Loan Policy - Wyo

Policy No. 3-5373-M

Amount \$ 27,650.00

SCHEDULE A

Charges \$ nc

Effective Date AUGUST 21, 1986 at 5:00 P.M.

NAME OF INSURED

FIRST INTERSTATE MORTGAGE COMPANY OF COLORADO

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

RUSSELL H. O'DANIELS AND ROBIN L. O'DANIELS
HUSBAND AND WIFE

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 \$27,650.00, recorded July 10, 1986 in Book 241 of Mortgages, page 143, Official Records Sheridan County.

Dated: July 9, 1986

Mortgagor: Russell H. O'Daniels and Robin L. O'Daniels
husband and wife

Mortgagee: First Interstate Bank of Casper, N.A.

Said Mortgage assigned to First Interstate Mortgage Company of Colorado by instrument recorded August 21, 1986 in Book 242 of Mortgages, Page 206.

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

LOT 9, BLOCK 54, SHERIDAN LAND COMPANY'S
ADDITION TO THE CITY OF SHERIDAN, SHERIDAN
COUNTY, WYOMING.

SCHEDULE B

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

1. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
2. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
3. 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 1986 and subsequent years.

3-5373-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 C 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 TG 100 AND TG 116 INDORSEMENTS
ATTACHED HERETO AND MADE A PART HEREOF

The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING

INDORSEMENT

Premium \$ na

Attached to and forming a part of Policy No. 3-5373-M

Effective Date AUGUST 21, 1986 at 5:00 P.M.

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.

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

WILCOX ABSTRACT COMPANY
P.O. BOX 6004
SHERIDAN, WYOMING
82801



Ray F. Hill Jr.
PRESIDENT

Attest:

Robert M. Hill
ASSISTANT SECRETARY

By *[Signature]*
AUTHORIZED AGENT OR VALIDATING OFFICER

The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING

INDORSEMENT

Premium \$ na Attached to and forming a part of Policy No. 3-5373-M
Effective Date AUGUST 21, 1986 at 5:00 P.M.

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

A Residential Structure

known as Lt. 9, Block 54, Sheridan Land
Company's Addition,

or

329 North Custer

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.

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

WILCOX ABSTRACT COMPANY
P.O. BOX 6004
SHERIDAN, WYOMING
82801



Ray P. Hill Jr.

PRESIDENT

Attest

Robert Hill
ASSISTANT SECRETARY

By *William L. Jones*
AUTHORIZED AGENT OR VALIDATING OFFICER

PURCHASER'S AFFIDAVIT

In addition to the General Contractor's and/or owner's affidavit to, and indemnification of The Title Guaranty Co., of Wyoming, Inc., the undersigned purchaser(s) who is (are) acquiring the following described property: Lot 9, Block 54, Sheridan Land Company's

Addition to the City of Sheridan, Sheridan County, Wyoming.

known and numbered as 329 Custer, Sheridan, Wyoming 82801

from the present owner(s): in consideration of said Title Company's issuing said ALTA Mortgage Policy of title insurance in connection with the property described in said interim title insurance binder, without including therein an exception as to (a) rights or claims of parties in possession not shown of record, including unrecorded easements, and (b) mechanics' liens or any rights thereto, where no notice of such liens or rights appears of record; do(es) hereby make the following representation to The Title Guaranty Co. of Wyoming, Inc. with full knowledge and intent that said company shall rely thereon:

1. The improvements on the real estate herein described have been fully completed by the General Contractor and have been fully accepted by the undersigned as completed and as satisfactory.

2. The full purchase price has been paid by said purchaser(s) to said contractor and/or owner(s).

3. Said premises were (will be) occupied by said purchaser(s) on or about July 9, 1986

4. The following is a list of ADDITIONAL UNPAID BILLS for services, labor or materials used in connection with the construction of improvements upon said premises: (If none, so state. If additional space is required, continue list on reverse side hereof.) None

5. The undersigned have not caused any materials to be furnished or work to be done on said improvements by anyone other than the General Contractor referred to above, which could give rise to mechanics' or other statutory liens, and have not executed any security agreements or financing statements for materials, appliances, fixtures or furnishings placed upon or installed in said premises, EXCEPT THE FOLLOWING: (If none, so state.)

None

The undersigned obligate(s) and bind(s) himself (themselves) to indemnify and to hold harmless The Title Guaranty Co. of Wyoming, Inc. against any and all liability, loss, damages, costs and attorney fees by reason of any claims or liens asserted with respect to the matters described in Paragraphs 4 and 5 above.

The undersigned state(s) that it has been explained to him (them) and that he (they) understand(s) that liens for labor, services or materials ("mechanic's liens") although PRESENTLY UNRECORDED, can be recorded after his (their) purchase of said real property, and may relate back to a time PRIOR to such purchase. He (They) further understand(s) that such liens are EXCEPTED and EXCLUDED FROM COVERAGE in the standard Owner's Policy of Title Insurance (if one is to be issued insuring their interests).

Russell H. O'Daniels

Russell H. O'Daniels

Robin L. O'Daniels

Robin L. O'Daniels

State of WYOMING

County of Sheridan

} ss

The foregoing instrument was acknowledged before me by Russell H. O'Daniels and Robin L. O'Daniels

this 9th day of July, 19 86

Witness my hand and official seal.

My Commission expires: April 20, 1987

Notary Public

Title of Officer

The Title Guaranty Company of Wyoming, Inc.

HOME OFFICE: 537 SOUTH CENTER STREET · CASPER, WYOMING 82601 · (307) 237-8488

State of Wyoming
County of Sheridan

ss.

OWNER'S AFFIDAVIT

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Albert O. Mickelson
and Susan R. Mickelson or _____ of _____ who, after being
(Title) (Firm or Corporation)
first duly sworn, depose(s) and say(s) that (he) (she) (they) or _____ (is) (are) the owner(s) of the property known as
329 Custer, Sheridan, Wyoming 82801---Lot 9, Block 54, Sheridan Land
Company's Addition to the City of Sheridan, Sheridan County, Wyoming.

and more particularly described in the mortgage in favor of First Interstate Bank of Casper, N. A.
dated July 9, 1986, securing the sum of \$27,650.00 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 preced-
ing 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 preced-
ing 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:***

NONE

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 con-
nection 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
THE TITLE GUARANTY CO. OF WYOMING, INC. 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.

Albert O. Mickelson

Susan R. Mickelson

SUBSCRIBED AND SWORN TO before me this 9th day of July, 1986.

Notary Public

(N.P. Seal)

My commission expires: April 20, 1987

*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.

PURCHASER'S AFFIDAVIT

In addition to the General Contractor's and/or owner's affidavit to, and indemnification of The Title Guaranty Co., of Wyoming, Inc., the undersigned purchaser(s) who is (are) acquiring the following described property: Lot 9, Block 54, Sheridan Land Company's
Addition to the City of Sheridan, Sheridan County, Wyoming.

known and numbered as 329 Custer, Sheridan, Wyoming 82801

from the present owner(s): in consideration of said Title Company's issuing said ALTA Mortgage Policy of title insurance in connection with the property described in said interim title insurance binder, without including therein an exception as to (a) rights or claims of parties in possession not shown of record, including unrecorded easements, and (b) mechanics' liens or any rights thereto, where no notice of such liens or rights appears of record; do(es) hereby make the following representation to The Title Guaranty Co. of Wyoming, Inc. with full knowledge and intent that said company shall rely thereon:

1. The improvements on the real estate herein described have been fully completed by the General Contractor and have been fully accepted by the undersigned as completed and as satisfactory.

2. The full purchase price has been paid by said purchaser(s) to said contractor and/or owner(s).

3. Said premises were (will be) occupied by said purchaser(s) on or about July 9, 1986

4. The following is a list of ADDITIONAL UNPAID BILLS for services, labor or materials used in connection with the construction of improvements upon said premises: (If none, so state. If additional space is required, continue list on reverse side hereof.) None

5. The undersigned have not caused any materials to be furnished or work to be done on said improvements by anyone other than the General Contractor referred to above, which could give rise to mechanics' or other statutory liens, and have not executed any security agreements or financing statements for materials, appliances, fixtures or furnishings placed upon or installed in said premises, EXCEPT THE FOLLOWING: (If none, so state.)

None

The undersigned obligate(s) and bind(s) himself (themselves) to indemnify and to hold harmless The Title Guaranty Co. of Wyoming, Inc. against any and all liability, loss, damages, costs and attorney fees by reason of any claims or liens asserted with respect to the matters described in Paragraphs 4 and 5 above.

The undersigned state(s) that it has been explained to him (them) and that he (they) understand(s) that liens for labor, services or materials ("mechanic's liens") although PRESENTLY UNRECORDED, can be recorded after his (their) purchase of said real property, and may relate back to a time PRIOR to such purchase. He (They) further understand(s) that such liens are EXCEPTED and EXCLUDED FROM COVERAGE in the standard Owner's Policy of Title Insurance (if one is to be issued insuring their interests).

Russell H. O'Daniels
Russell H. O'Daniels

Robin L. O'Daniels
Robin L. O'Daniels

State of WYOMING

County of SHERIDAN

} ss

The foregoing instrument was acknowledged before me by Russell H. O'Daniels and Robin L. O'Daniels

this 9th day of July, 19 86

Witness my hand and official seal.

My Commission expires: April 20, 1987

Mary Kay Brayton
Notary Public

Title of Officer

The Title Guaranty Company of Wyoming, Inc.

HOME OFFICE: 537 SOUTH CENTER STREET · CASPER, WYOMING 82601 · (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 _____ (Title) (Firm or Corporation) (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 THE TITLE GUARANTY CO. OF WYOMING, INC. 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 9th day of July, 19 86.
[Signature]
Notary Public

(N.P. Seal)
My commission expires:

6-18-88

*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.