

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

Loan Policy

5011356-0012348e

-- 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:

- 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.
- 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 #: 56304 Loan #: *****

Dennis I Gilmore President

Greg L. Smith, 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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First American Title Insurance Company

Policy No.: 56304

Address Reference: 49 Skylark Ln, Story, WY

Amount of Insurance: \$437,902.07 Premium: \$720.00

Date of Policy: January 28, 2021 at 03:31 PM MDT

1. Name of Insured:

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

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

Fee Simple

3. Title is vested in:

Dorothy A. York, Trustee of the Gary and Dorothy York Trust, dated August 5, 2003

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

Mortgagor: Dorothy A. York, Trustee of the Gary and Dorothy York Trust.

dated August 5, 2003

Mortgagee: First Northern Bank of Wyoming

Original Amount: \$437,902.07

Dated: January 19, 2021

Recorded: January 28, 2021

Recording No.: 2021-765951

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

A tract of land situated in the NW¼SE¼ of Section 13, Township 53 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the Southeast corner of said NW¼SE¼; thence West along the south line of said quarter section a distance of 308.7 feet; thence North 215 feet, more or less, to the center of Piney and Cruise Feeder Canal, which is the point of beginning; thence North 275 feet; thence East 125 feet; thence South 225 feet to the center of Pine and Cruise Creek Feeder Canal; thence along the center of said canal 134 feet, more or less, to the point of beginning.

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

Policy No.: 56304

EXCEPTIONS FROM COVERAGE

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

PART I

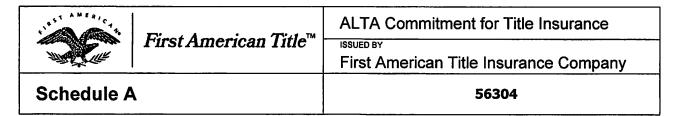
- 1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
- Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. Any question, dispute or adverse claim as to any loss or gain of land as a result of any change in location of Piney and Cruise Creek Canal.
- 9. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co For: Electric Transmission or Distribution Line or System Recorded: July 28, 1952 Recording Information: Book 88, Page 321.
- 10. An Easement contained in a Warranty Deed, including the terms and conditions thereof: For: Ingress / Egress Recorded, March 27, 1953 in Book 92, Page 100.
- 11. Access Easement, including terms and conditions contained therein: Granted to: David J. Withrow and Marilyn Withrow Recorded: April 1, 1999 Recording Information: Book 404, Page 362.
- 12. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co. For: Underground Utilities Easement Recorded: November 8, 2010 Recording Information: Book 520, Page 200.
- Declaratory Judgment, including terms and conditions contained therein: Granted to: Brian S. Dean, Trustee of the Dean Family Trust, Story Properties, LLC, a Wyoming limited liability company and Noelle Leigh Burleson For: Ingress / Egress Recorded: July 18, 2016 Recording Information: Book 561, Page 36.
- 14. Any loss or claim of loss arising from the faulty acknowledgement contained in Mortgage Recorded January 28, 2021, Recording #2021-765951.

Policy No.: 56304

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



- 1. Commitment Date: January 4, 2021 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: \$437,346.95

- 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:

Dorothy A. York, Trustee of the Gary and Dorothy York Trust, dated August 5, 2003

5. The Land is described as follows:

A tract of land situated in the NW1/4SE1/4 of Section 13, Township 53 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the Southeast corner of said NW1/4SE1/4; thence West along the south line of said quarter section a distance of 308.7 feet; thence North 215 feet, more or less, to the center of Piney and Cruise Feeder Canal, which is the point of beginning; thence North 275 feet; thence East 125 feet; thence South 225 feet to the center of Pine and Cruise Creek Feeder Canal; thence along the center of said canal 134 feet, more or less, to the point of beginning.

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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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.

A. Release of the Mortgage and the terms and conditions thereof: Mortgagor: Gary L. York, Trustee and Dorothy A. York, Trustee, Mortgagee: First Nothern Bank of Wyoming, in the original amount of \$313,500.00, Recorded: January 15, 2020 Document # 2020-755226.

- 2. Mortgage executed by Dorothy A. York, Trustee of the Gary and Dorothy York Trust, dated August 5, 2003 in favor of First Northern Bank of Wyoming, to secure an amount of \$437,346.95.
- 3. Provide Title Company with Affidavit of Trust, pursuant to Wyoming Statute 4-10-1014 for the Gary and Dorothy York Trust. (Form attached)
- 4. "Provide Title Company with Contractor's Final Affidavit, Owner's Affidavit, and estimated construction costs, the names of subcontractors, suppliers and materialmen, together with lien waivers, construction receipts or other satisfactory evidence of payment of construction costs, sufficient, in its opinion, to warrant deletion of Exception 1, 2, and 4 from Permanent Loan Policy when issued. NOTE: Title Company will delete Exception 3 and attach Endorsements WY-ALTA 8.1-06, WY-ALTA 9-06, and WY-ALTA 22-06 to Permanent Loan Policy when issued."

Commitment Page 6

mitment Number: 56304

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:

- 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.
- 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.
- TAXES FOR THE YEAR 2019.
- 9. NOTE: Taxes for the year 2020 appear to be in the amount of \$748.00, Parcel No. 10378, 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 \$374.00 and PAID. The second installment is \$374.00 and PAID.
- Any question, dispute or adverse claim as to any loss or gain of land as a result of any change in location of Piney and Cruise Creek Canal.
- 11. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co For: Electric Transmission Distribution Line or System Recorded: July 28, 1952 Recording Information: Book 88, Page 321.
- An Easement contained in a Warranty Deed, including the terms and conditions thereof: For: Ingress / Egress Recorded, March 27, 1953 in Book 92, Page 100.
- 13. Access Easement, including terms and conditions contained therein: Granted to: David J. Withrow and Marily N. Withrow Recorded: April 1, 1999 Recording Information: Book 404, Page 362.
- 14. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co. For: Underground Utilities Easement Recorded: November 8, 2010 Recording Information: Book 520, Page 200.
- 15. Declaratory Judgment, including terms and conditions contained therein: Granted to: Brian S. Dean, Trustee of the Dean Family Trust, Story Properties, LLC, a Wyoming limited liability company and Noelle Leigh Burleson For: Ingress / Egress Recorded: July 18, 2016 Recording Information: Book 561, Page 36.

WILCOX ABSTRACT & TITLE TITLE INSURANCE POLICY RECEIPT

File Number <u>54134</u>		
Loan Policy 54134-M Delivered / Emailed		
Owner's Policy		
Documents Attached: MTG DEED _		
REL ASSN LEGAL_ 53-84-13 (York)		
Delivered To: FNB Received By Matters 1866	Date _	4/20/20



Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

Loan Policy

5011356-0010946e

-- 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:

File #: 54134

Loan #: 400001346

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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First American Title Insurance Company

Loan No.: 400001346 Policy No.: 54134

Address Reference: 49 Skylark Lane, Sheridan, WY

Amount of Insurance: \$310,000.00 Premium: \$558.00

Date of Policy: January 15, 2020 at 03:03 PM MDT

1. Name of Insured:

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

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

Fee Simple

3. Title is vested in:

Gary L. York and Dorothy A. York, husband and wife

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

Mortgagor:

Gary L. York and Dorothy A. York, husband and wife

Mortgagee:

First Northern Bank of Wyoming

Original Amount:

\$313,500.00

Dated: Recorded: January 9, 2020 January 15, 2020

Recording No.:

2020-755226

NOTE: The Maximum monetary coverage given by this policy is the sum of \$310,000.00 and in case of loss, the liability of the Insurer shall not exceed the amount of unpaid principal due.

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

A tract of land situated in the NW¼SE¼ of Section 13, Township 53 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the Southeast corner of said NW¼SE¼; thence West along the south line of said quarter section a distance of 308.7 feet; thence North 215 feet, more or less, to the center of Piney and Cruise Feeder Canal, which is the point of beginning; thence North 275 feet; thence East 125 feet; thence South 225 feet to the center of Pine and Cruise Creek Feeder Canal; thence along the center of said canal 134 feet, more or less, to the point of beginning.

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

Policy No.: 54134

EXCEPTIONS FROM COVERAGE

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

PART I

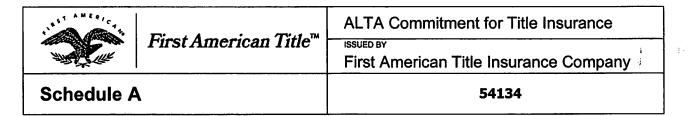
- 1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. Any question, dispute or adverse claim as to any loss or gain of land as a result of any change in location of Piney and Cruise Creek Canal.
- 9. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co For: Electric Transmissionor Distribution Line or System Recorded: July 28, 1952 Recording Information: Book 88, Page 321.
- 10. An Easement contained in a Warranty Deed, including the terms and conditions thereof: For: Ingress / Egress Recorded, March 27, 1953 in Book 92, Page 100.
- 11. Access Easement, including terms and conditions contained therein: Granted to: David J. Withrow and Marily N. Withrow Recorded: April 1, 1999 Recording Information: Book 404, Page 362.
- 12. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Co. For: Underground Utilities Easement Recorded: November 8, 2010 Recording Information: Book 520, Page 200.
- Declaratory Judgment, including terms and conditions contained therein: Granted to: Brian S. Dean, Trustee of the Dean Family Trust, Story Properties, LLC, a Wyoming limited liability company and Noelle Leigh Burleson For: Ingress / Egress Recorded: July 18, 2016 Recording Information: Book 561, Page 36.

Policy No.: 54134

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



- 1. Commitment Date: December 16, 2019 at 05:00 PM
- 2. Policy(s) to be issued:
 - (a) ALTA® Loan Policy (8-1-2016)

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

Proposed Policy Amount: \$310,000.00

- 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:

Gary L. York and Dorothy A. York, husband and wife

5. The Land is described as follows:

A tract of land situated in the NW1/4SE1/4 of Section 13, Township 53 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the Southeast corner of said NW1/4SE1/4; thence West along the south line of said quarter section a distance of 308.7 feet; thence North 215 feet, more or less, to the center of Piney and Cruise Feeder Canal, which is the point of beginning; thence North 275 feet; thence East 125 feet; thence South 225 feet to the center of Pine and Cruise Creek Feeder Canal; thence along the center of said canal 134 feet, more or less, to the point of beginning.

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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.

Release of the Mortgage: Mortgagor: Gary L. York and Dorothy A. York, husband and wife Mortgagee: First Interstate Bank (MERS) Amount: \$168,000.00 Recorded February 15, 2017 in Book 948, Page 741.

- Mortgage executed by Gary L. York and Dorothy A. York, husband and wife in favor of First Northern Bank of Wyoming, to secure an amount of \$310,000.00. 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.
- 3. "Provide Title Company with Contractor's Final Affidavit, Owner's Affidavit, and estimated construction costs, the names of subcontractors, suppliers and materialmen, together with lien waivers, construction receipts or other satisfactory evidence of payment of construction costs, sufficient, in its opinion, to warrant deletion of Exception 1, 2, and 4 from Permanent Loan Policy when issued. NOTE: Title Company will delete Exception 3 and attach Endorsements WY-ALTA 8.1-06, WY-ALTA 9-06, and WY-ALTA 22-06 to Permanent Loan Policy when issued."

No Us