

57999

WILCOX ABSTRACT & TITLE  
TITLE INSURANCE POLICY RECEIPT

File Number 54024

Loan Policy 54024-M • Delivered / Emailed

Owner's Policy \_\_\_\_\_


Documents Attached: MTG 2020-756179 DEED \_\_\_\_\_

REL \_\_\_\_\_ ASSN \_\_\_\_\_

LEGAL Fetterman Hills L11

Delivered To: FNB Date 5-7-2020

Received By [Signature]

 <b>First American Title™</b>	<b>Loan Policy of Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Loan Policy</b>	POLICY NUMBER <b>5011356-0010993e</b>

– 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:

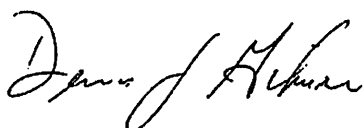
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, 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 #: 54024**  
**Loan #: 30206909**



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.: 54024

Loan No.: 30206909

Address Reference: 35 Means Dr, Banner, WY

Amount of Insurance: \$375,250.00

Premium: \$1,290.00

Date of Policy: February 28, 2020 at 08:48 AM 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:

Joshua S. Shein and Melinda L. Shein, husband and wife

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

Mortgagor:	Joshua S. Shein and Melinda L. Shein, husband and wife
Mortgagee:	Mortgage Electronic Registration Systems, Inc. solely as nominee for First Northern Bank of Wyoming
Original Amount:	\$375,250.00
Dated:	February 25, 2020
Recorded:	February 28, 2020
Recording No.:	2020-756179

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

Lot 11, Fetterman Hills Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 308.

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

<input checked="" type="checkbox"/> [ X ] WY-ALTA 8.1-06	(Environmental Protection Lien) Paragraph b refers to the following state statute(s): None
<input checked="" type="checkbox"/> [ X ] WY-ALTA 9-06	(Restrictions, Encroachments, Minerals)
<input checked="" type="checkbox"/> [ 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.: 54024

### **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.
4. Easement(s), including the terms and conditions thereof, as shown on the subdivision plat, recorded: November 6, 1980 in Book 1 of Plats, Page 308.
5. Easement, including terms and conditions contained therein: Granted to: Northwest States Utilities Co. For: Gas Pipeline Recorded: September 8, 1930 Recording Information: Book 30, Page 352 and Assignment of Easement, Assignee: Montana Dakota Utilities Inc., Recorded September 21, 1985 in Book 38, Page 599.
6. Easement, including terms and conditions contained therein: Granted to: Stonewall Electric Co. For: Electric Transmission Lines Recorded: May 11, 1949 Recording Information: Book 75, Page 440.
7. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes, recorded November 6, 1980 in Book 252, Page 604.

## **SCHEDULE B**

Policy No.: 54024

### **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 08:48 AM 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. Kelley*

SECRETARY



## ENDORSEMENT

Issued by  
**First American Title Insurance Company**

Date of Endorsement: February 28, 2020 at 08:48 AM MDT

Premium: \$n/a

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

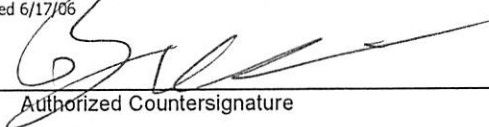
1. The existence, at Date of Policy, of any of the following:
  - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
  - b. Unless expressly excepted in Schedule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

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

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

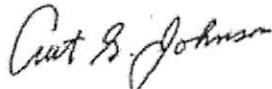
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy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

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

By:   
Authorized Countersignature

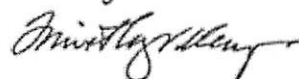
**First American Title Insurance Company**

BY



PRESIDENT

ATTEST



SECRETARY



## ENDORSEMENT

Issued by

***First American Title Insurance Company***

Date of Endorsement: February 28, 2020 at 08:48 AM 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 35 Means Dr, Banner, WY, to be located on the Land at Date of Policy.

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

American Land Title Association  
WY - ALTA 22-06 (Location)  
Adopted 6/17/06

*First American Title Insurance Company*

BY

*Carl B. Johnson*

PRESIDENT

ATTEST

*Misty H. Allen*


SECRETARY



**Wilcox Abstract & Title Co., as agent for**

First American Title Insurance Company



 <b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Owner's Policy</b>	POLICY NUMBER <b>5011456-0006221e</b>

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

#### COVERED RISKS

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

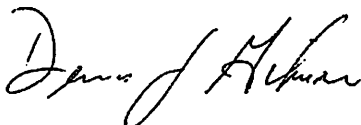
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity,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

(Covered Risks Continued on Page 2)

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

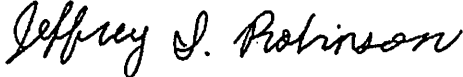
**First American Title Insurance Company**

For Reference:



Dennis J. Gilmore  
President

File #: 54024  
Loan #: 30206909



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)

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## **SCHEDULE A**

### ***First American Title Insurance Company***

Policy No.: 54024-O

Address Reference: 35 Means Dr, Banner, WY

Amount of Insurance: \$395,000.00

Premium: \$1,328.00

Date of Policy: February 28, 2020 at 08:48 AM MDT

1. Name of Insured:

Joshua S. Shein and Melinda L. Shein

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

Fee Simple

3. Title is vested in:

Joshua S. Shein and Melinda L. Shein, husband and wife

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

Lot 11, Fetterman Hills Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 308.

## **SCHEDULE B**


Policy No.: 54024

### **PART I**

#### **EXCEPTIONS FROM COVERAGE**

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

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
8. Easement(s), including the terms and conditions thereof, as shown on the subdivision plat, recorded: November 6, 1980 in Book 1 of Plats, Page 308.
9. Easement, including terms and conditions contained therein: Granted to: Northwest States Utilities Co. For: Gas Pipeline Recorded: September 8, 1930 Recording Information: Book 30, Page 352 and Assignment of Easement, Assignee: Montana Dakota Utilities Inc., Recorded September 21, 1985 in Book 38, Page 599.
10. Easement, including terms and conditions contained therein: Granted to: Stonewall Electric Co. For: Electric Transmission Lines Recorded: May 11, 1949 Recording Information: Book 75, Page 440.
11. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes, recorded November 6, 1980 in Book 252, Page 604.
12. Mortgage and the terms and conditions thereof: Mortgagor: Joshua S. Shein and Melinda L. Shein, Mortgagee: First Northern Bank of Wyoming (MERS), in the original amount of \$375,250.00, Recorded: February 28, 2020 Document # 2020-756179.

	<b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule A</b>		ISSUED BY <b>First American Title Insurance Company</b>  <b>54024</b>


## SCHEDULE A

1. Commitment Date: **January 24, 2020 at 05:00 PM**
2. Policy(s) to be issued:
  - (a) ALTA® Owner's Policy (8-1-2016)  
 Proposed Insured: **Joshua S. Shein and Melinda L. Shein, husband and wife**  
 Proposed Policy Amount: **\$395,000.00**
  - (b) ALTA® Loan Policy (8-1-2016)  
 Proposed Insured: **First Northern Bank of Wyoming, its successors and or assigns as their interests may appear**  
 Proposed Policy Amount: **\$375,250.00**
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:  
**Garrett Lee Kremers and Morgan Beth Kremers, husband and wife**
5. The Land is described as follows:  
**Lot 11, Fetterman Hills Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 308.**

*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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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	<b>54024</b>

### 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.
  - 1. Release of the Mortgage: Mortgagor: Garrett Lee Kremers and Morgan Beth Kremers, husband and wife Mortgagee: First Northern Bank of Wyoming (MERS) Amount: \$298,150.00 Recorded June 18, 2019 in Book 1004, Page 754.
  - 2. Release of the Mortgage: Mortgagor: Garrett Lee Kremers and Morgan Beth Kremers, husband and wife Mortgagee: First Northern Bank of Wyoming Amount: \$32,375.00 Recorded July 11, 2019 in Book 1006, Page 444.
  - 3. Warranty Deed from Garrett Lee Kremers and Morgan Beth Kremers, husband and wife to Joshua S. Shein and Melinda L. Shein, husband and wife. NOTE: A Statement of Consideration is required with each transfer of Title in the State of Wyoming.
  - 4. Mortgage executed by Joshua S. Shein and Melinda L. Shein, husband and wife in favor of First Northern Bank of Wyoming, to secure an amount of \$375,250.00. Provide Title Company with Owner's Affidavit, Borrower's Affidavit, sufficient in Title Company's opinion to delete Exceptions 1, 2, 3, and 4 from Loan Policy when issued and to attach Endorsements WY-ALTA 8.1-06, WY-ALTA 9-06, and WY-ALTA 22-06.

## SCHEDULE B, PART II EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
3. Easements, claims of easements or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
8. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
9. TAXES FOR THE YEAR 2019.  
  
NOTE: Taxes for the year 2019 appear to be in the amount of \$2,019.487, Parcel No. 3182, 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 \$1,009.74 and PAID. The second installment is \$1,009.74.
10. Easement(s), including the terms and conditions thereof, as shown on the subdivision plat, recorded: November 6, 1980 in Book 1 of Plats, Page 308.
11. Easement, including terms and conditions contained therein: Granted to: Northwest States Utilities Co. For: Gas Pipeline Recorded: September 8, 1930 Recording Information: Book 30, Page 352 and Assignment of Easement, Assignee: Montana Dakota Utilities Inc., Recorded September 21, 1985 in Book 38, Page 599.

-CONTINUED-

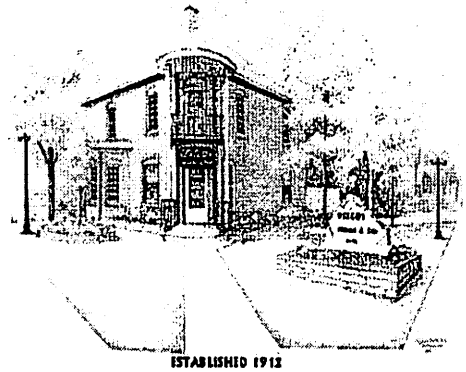
12. Easement, including terms and conditions contained therein: Granted to: Stonewall Electric Co. For: Electric Transmission Lines Recorded: May 11, 1949 Recording Information: Book 75, Page 440.
13. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes, recorded November 6, 1980 in Book 252, Page 604.

## **WILCOX ABSTRACT AND TITLE**

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

April 28, 2020

Joshua and Melinda Shein  
35 Means Dr  
Sheridan WY 82801



Enclosed please find:

- Alta Owner Policy #54024-O
- Warranty Deed, Recording #2020-756178

If you have any questions or we can be of further service please let us know.

Sincerely,

Jodi Ilgen  
Wilcox Abstract  
Jodi@wilcoxabstract.com



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

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Joshua S. Shein and Melinda L. Shein, husband and wife who, after being first duly sworn, depose(s) and say(s) that he/she/they/it are the owner(s) of the following described land: 35 Means Dr, Banner, WY; (Fetterman Hills L11 )

and more particularly described in the mortgage in favor of First Northern Bank of Wyoming dated securing the sum of \$375,250.00 and filed or to be filed for record in the office of the County Clerk, it is represented shall be a first mortgage lien on said land. That, to the best of the Affiants knowledge:

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

☒ NONE

☐ Description of Improvement: \_\_\_\_\_

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

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

Paid to: \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Joshua S. Shein

Melinda L. Shein

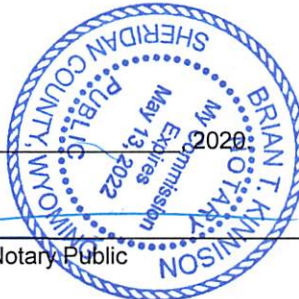
State of WY)

County of Shoshone) ss

Subscribed and sworn this 27th day of Feb

Witness my hand and official seal.

Notary Public



**OWNER'S AFFIDAVIT**  
to  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

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

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

That has the address of: 35 Means Dr, Banner, WY; (Fetterman Hills L11)

That to the best of the Affiant's knowledge:

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

☒ NONE

☐ Description of Improvement: \_\_\_\_\_

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

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

Paid to: \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

☒ NONE

☐ OTHER \_\_\_\_\_

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

Dated this 27<sup>th</sup> day of February, 2020.

Garrett Lee Kremers

Morgan Beth Kremers

State of WY

County of Shoshone ss

Subscribed and sworn this 27<sup>th</sup> day of February, 2020.

Witness my hand and official seal.

Notary Public




SECRET

The following information was obtained from a review of the files of the [redacted] and [redacted] and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be distributed outside your office.

[The following text is extremely faint and largely illegible due to the quality of the scan. It appears to be a multi-paragraph memorandum or report.]



 <b>First American Title™</b>	<b>Construction Loan Policy of Title Insurance</b>
<b>Loan Policy</b>	ISSUED BY <b>First American Title Insurance Company</b>  POLICY NUMBER <b>5009256-0001517e</b>

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

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 Nebraska 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. 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
8. 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.

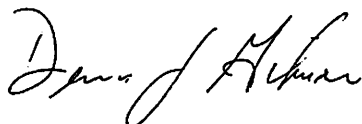
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

---

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 #: 51852  
Loan #: \*\*\*\*\*



Jeffrey S. Robinson  
Secretary



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

This Jacket was created electronically and constitutes an original document

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## **SCHEDULE A**

### ***First American Title Insurance Company***

Policy No.: 51852

Address Reference: 35 Means Dr, Banner, WY

Amount of Insurance: \$250,000.00

Premium: \$483.00

Date of Policy: August 9, 2018 at 09:47 AM

1. Name of Insured:

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

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

Fee Simple

3. Title is vested in:

Garrett Lee Kremers and Morgan Beth Kremers, husband and wife

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

Mortgagor:	Garrett Lee Kremers and Morgan Beth Kremers
Mortgagee:	First Northern Bank of Wyoming
Original Amount:	\$250,000.00
Dated:	July 31, 2018
Recorded:	August 9, 2018
Recording No.:	Book 985, Page 447

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

Lot 11, Fetterman Hills Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 308.

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

## **SCHEDULE B**

Policy No.: 51852

### **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. Easement(s), including the terms and conditions thereof, as shown on the subdivision plat, recorded: November 6, 1980 in Book 1 of Plats, Page 308.
9. Easement, including terms and conditions contained therein: Granted to: Northwest States Utilities Co. For: Gas Pipeline Recorded: September 8, 1930 Recording Information: Book 30, Page 352 and Assignment of Easement, Assignee: Montana Dakota Utilities Inc., Recorded September 21, 1985 in Book 38, Page 599.
10. Easement, including terms and conditions contained therein: Granted to: Stonewall Electric Co. For: Electric Transmission Lines Recorded: May 11, 1949 Recording Information: Book 75, Page 440.
11. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes, recorded November 6, 1980 in Book 252, Page 604.



## **SCHEDULE B**

Policy No.: 51852

### **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