Record Owner Guarantee Guarantee Form 16 Guarantee No.: 53192



Issued by

WILCOX ABSTRACT AND TITLE CO. AS AGENT FOR
First American Title Company
307 WEST BURKITT
SHERIDAN, WY 82801
Phone: 307-672-0768

FAX: 307-672-8838

Guarantee No.: **53192** Page No.: 1

RECORD OWNER GUARANTEE

LIABILITY \$100.00 GUARANTEE NO.: **53192**

FEE \$125.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE.

First American Title Insurance Company

a Corporation, herein called the Company

GUARANTEES

First Northern Bank of Wyoming

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

- No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
- 2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Dated: June 3, 2019 at 5:00 P.M. MDT

Guarantee No.: **53192** Page No.: 2

RECORD OWNER GUARANTEE SCHEDULE A

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

All that certain land situated in the State of Wyoming, County of Sheridan, and is described as follows:

All of Lot number One (1) and part of Lot number Two (2), Block Five (5), South Park Addition, to the Town, now City of Sheridan, in Sheridan County, Wyoming, described as follows:

Commencing at the Northwest corner of said Block Five (5), running thence Southeasterly along the Northeasterly line of said Block, 87 feet to a point; thence Southwesterly 82.5 feet, more or less, to a point on the West line of said Block Five (5), which point is 112 feet South of the Northwest corner of said Block, thence 112 feet to the point of beginning.

A. The last recorded instrument purporting to transfer title to said real property is:

Warranty Deed, recorded September 20, 1968 Book 167, Page 414 of the records of Sheridan County, Wyoming.

Recorded Vestings: Vincent Mediate

- B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.
- C. There are no Federal Tax Liens, Judgment Liens or Certificates of State Tax Liens which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no quarantee is made that said real property is the same as said address.

EXCEPTIONS:

- 1. Mortgage and the terms and conditions thereof: Mortgagor: Vincent Mediate, Mortgagee: Buffalo Federal Savings Bank, in the original amount of \$68,141.59, Recorded: February 24, 2012 in Book: 819, Page 17.
- 2. Assignment of Rents: Assignee: Buffalo Federal Savings Bank, Recorded February 24, 2012 in Book 532, Page 294.

Tax Information may be obtained from the Sheridan County Treasurer at 307-674-2520.

SCHEDULE A

- 1. Commitment Date: 05/15/13 at 05:00 PM
- 2. Policy (or Policies) to be issued:

a. Form 1402.06 ALTA OWNER'S P Policy Description

\$ TBD

Proposed Insured: To Be Determined

b. Form 1056.06 ALTA LOAN Policy Description

\$ TBD

Proposed Insured: To Be Determined

- 3. Fee interest in the land described in this Commitment is owned, at the Commitment Date, by **Vincent Mediate**.
- 4. The Land referred to in this Commitment is described as follows:

All of Lot number One (1) and part of Lot number Two (2), Block Five (5), South Park Addition, to the Town, now City of Sheridan, in Sheridan County, Wyoming, described as follows:

Commencing at the Northwest corner of said Block Five (5), running thence Southeasterly along the Northeasterly line of said Block, 87 feet to a point; thence Southwesterly 82.5 feet, more or less, to a point on the West line of said Block Five (5), which point is 112 feet South of the Northwest corner of said Block, thence 112 feet to the point of beginning.

SCHEDULE B - II

EXCEPTIONS FROM COVERAGE

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- 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 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. 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 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. Taxes for the year 2012 appear to be in the amount of \$917.06, Parcel No. 7866, 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 \$458.53 and PAID. The second installment is \$458.53 and DUE.
- 9. Mortgage and the terms and conditions thereof: Mortgagor: Vincent Mediate, Mortgagee: Buffalo Federal Savings Bank, in the original amount of \$68,141.59, Recorded: February 24, 2012 in Book: 819, Page 17.
- 10. Assignment of Rents: Assignee: Buffalo Federal Savings Bank, Recorded February 24, 2012 in Book 532, Page 294.

"The purpose of this LISTING COMMITMENT is to provide certain information and is not intended to be a statement of condition of title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the insured and payment of the premium."

Wilcox Abstract & Title Title Insurance Policy Receipt

File No. <u>28683</u>	
Loan Policy/5635-m	
Owner Policy	
Documents Attached: MTG	DEED
REL	ASSN
Legal all Lot 1, Pt	Lot 2, Block 5, South
Park addition	
Delivered to: Bank of Sher	idas Date: 9-5-03
Received by:	

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-15635-M

Amount \$78,000.00

Charges \$505.00

SCHEDULE A

Effective Date: May 30, 2003 9:20 A.M. MDT

NAME OF INSURED

The Bank of Sheridan a Branch of Buffalo Federal Savings Bank

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

FEE

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

Vincent Mediate

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 \$78,000.00 recorded May 30, 2003, in Book 524 at page 105

Dated:

May 21, 2003

Mortgagor:

Vincent Mediate

Mortgagee:

The Bank of Sheridan a Branch of Buffalo Federal Savings Bank

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

All of Lot number One (1) and part of Lot number Two (2), Block Five (5), South Park Addition, to the Town, now City of Sheridan, in Sheridan County, Wyoming, described as follows:

Commencing at the Northwest corner of said Block Five (5), running thence Southeasterly along the Northeasterly line of said Block 87 feet to a point; thence Southwesterly 82.5 feet, more or less, to a point on the West line of said Block Five (5), which point is 112 feet South of the Northwest corner of said Block, thence 112 feet to the point of Beginning.

Issuing Agent

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

Policy No. 3-15635-M

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:

- (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.
- 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 2003 AND SUBSEQUENT YEARS.

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

Policy No. 3-15635-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. 3-15635-M

Date of Endorsement: May 30, 2003 9:20 A.M. MDT

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

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

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

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

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

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

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801

SEPTEMBER 21

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ATTEST Willin C. Zauglich

AUTHORIZED AGENT OF VALIDATING OFFICER

ALTA 8.1 [3/3/92] PRESIDENT

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-15635-M

Date of Endorsement: May 30, 2003 9:20 A.M. MDT

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

A Residential Structure

known as 112 Coffeen Avenue, Sheridan, Wyoming 82801

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

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

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

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

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

So. So.

Wilcox Abstract & Title 307 West Burkitt

Sheridan, WY 82801

First American Title Insurance Company

ATTEST Willin C. Zacylul

WY 116 (3/3/92)

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium S n/c

Attached to and forming a part of Policy No. 3-15635-M

Date of Endorsement: May 30, 2003 9:20 A.M. MDT

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

- Any incorrectness in the assurance which the Company hereby gives: 1.
 - That there are no covenants, conditions, or restrictions under which the lien of the mortgage (a) referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - That there are no present violations on said land of any enforceable covenants, conditions, or (h) restrictions;
 - 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 (c) buildings, structures, or improvements located on adjoining lands.
- 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 2. (a) 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; Unmarketability of the title to said estate or interest by reason of any violations on said land, (h) occurring prior to acquisition of title to said estate or interest by the Insured, of any covenants, conditions, or restrictions.
- Damage to existing improvements, including lawns, shrubbery or trees 3.
 - which are located or encroach upon that portion of the land subject to any easement shown in (a) 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.
 - resulting from the exercise of any right to use the surface of said land for the extraction or (b) development of the minerals excepted from the description of said land or excepted in Schedule B.
- 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.

SEPTEMBER 24,

CALIFORNIA

Wilcox Abstract & Title 307 West Burkitt

Sheridan, WY 82801

First American Title Insurance Company

Parker S. Kennedy

ATTEST William C. Zacylin In SECRETARY

AUTHORIZED AGENT OR VALIDATING OFFICER

FA 100 [6/92]

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



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 Jany L. Germott

PRESIDENT

ATTEST

SECRETARY

CW 5190665

OWNER'S AFFIDAVIT TO FIRST AMERICAN TITLE INSURANCE COMPANY

1. This constitutes written evidence to you that there are no unpaid bills for materials or labor furnished for the construction and erection, repairs or improvements on property located at 112 Coffeen Avenue, Sheridan, Wyoming 82801 and legally described as follows:

All of Lot number One (1) and part of Lot number Two (2), Block Five (5), South Park Addition, to the Town, now City of Sheridan, in Sheridan County, Wyoming, described as follows:

Commencing at the Northwest corner of said Block Five (5), running thence Southeasterly along the Northeasterly line of said Block 87 feet to a point; thence Southwesterly 82.5 feet, more or less, to a point on the West line of said Block Five (5), which point is 112 feet South of the Northwest corner of said Block, thence 112 feet to the point of Beginning.

- 2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax or assessment against the property after the date of closing.
- 3. We further represent that there are no pending proceedings or unsatisfied judgments in any Court, State or Federal, nor any tax liens filed against us. That if there are any judgments, bankruptcies, probate proceedings, State or Federal Tax Liens of record against parties with same or similar names, they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that we are the owner and are in sole possession of the real property described herein.

The undersigned affiant(s) knows the matters herein stated are true and indemnifies First American Title Insurance Company, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing and forms a complete agreement by itself for any action thereon.

Vincent Mediate

State of Wyoming

County of Muiday

The foregoing instrument was acknowledged before me by Vincent Mediate

this 7/5/day of ///

Witness my hand and official seal.

MY COMMISSION EXP. 8-26-2003

Notary Public

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