

First American Title™

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

Loan Policy

5011356-0011335e

-- 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 #: 54596 Loan #: 30207246

Dennis J. 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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SCHEDULE A

First American Title Insurance Company

Policy No.: 54596

Loan No.: 30207246

Address Reference: 31 Scott Circle, Sheridan, WY 82801

Amount of Insurance: \$365,500.00 Premium: \$633.00

Date of Policy: May 4, 2020 at 03:14 PM MDT

1. Name of Insured:

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

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

Fee Simple

3. Title is vested in:

Michael John Lansing and Mary Michelle Lansing, husband and wife

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

Mortgagor:

Michael John Lansing and Mary Michelle Lansing, husband and wife

Mortgagee:

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

Northern Bank of Wyoming

Original Amount:

\$365,500.00

Dated:

April 29, 2020

Recorded:

May 4, 2020

Recording No.:

2020-757815

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

Lot 5, Scott Addition. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 124.

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

[X] WY-ALTA 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state

statute(s): None

[X] WY-ALTA 9-06

(Restrictions, Encroachments, Minerals)

[X] WY-ALTA 22-06 (Location) The type of improvement is a residential structure, and the street

address is shown above.

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

SCHEDULE B

Policy No.: 54596

Policy Page 8

Policy Number: 54596-M

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 18, 1974 in Book 1 of Plats, Page 124.
- 5. 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 18, 1974 in Book 205, Page 394. Also, Amendment to Covenants recorded November 18, 1980 in Book 250, Page 66 AND Second Amendment to Covenants recorded May 23, 1985 in Book 293, Page 476.

Policy Page 9 Policy Number: 54596-M

SCHEDULE B

Policy No.: 54596

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

Policy Page 10 Policy Number: 54596-M

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: May 4, 2020 at 03:14 PM MDT

Premium: \$n/a

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

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

- any environmental protection lien that, at Date of Policy, is recorded in those (a) 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 Cut & Johnson PRESIDENT
AFTEST PRINTELL SECRETAL

Policy Page 11 Policy Number: 54596-M

ENDORSEMENT

Issued by First American Title Insurance Company

Date of Endorsement: May 4, 2020 at 03:14 PM MDT

Premium: \$n/a

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

- The existence, at Date of Policy, of any of the following:
 - 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
 - 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.
 - 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
- 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:
 - 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.
- 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

Authorized Countersignature

First American Title Insurance Company

Cut B. Johnson

BY

PRESIDENT

ATTEST

SECRETAR

Policy Page 12 Policy Number: 54596-M

Premium: \$n/a

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: May 4, 2020 at 03:14 PM MDT

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 31 Scott Circle, Sheridan, WY, to be located on the Land at Date of Policy.

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

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

First American Title Insurance Company

BY Cut B. Johnson PRESIDENT ATTEST Drivetly May SECRETAI





First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

54596

SCHEDULE A

- 1. Commitment Date: April 22, 2020 at 05:00 PM
- 2. Policy(s) to be issued:
 - (a) ALTA® Loan Policy (8-1-2016)

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

Proposed Policy Amount: \$365,500.00

- 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:

Michael John Lansing and Mary Michelle Lansing, husband and wife

5. The Land is described as follows:

Lot 5, Scott Addition. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 124.

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.
- Zel 2020-759024
- Release of the Mortgage: Mortgagor: Michael John Lansing and Mary Michelle Lansing, husband and wife Mortgagee: First Interstate Bank (MERS) Amount: \$424,000.00 Recorded April 28, 2017 in Book 953, Page 151.
- zozo-757815
- Mortgage executed by Michael John Lansing and Mary Michelle Lansing, husband and wife in favor of First Northern Bank of Wyoming, to secure an amount of \$365,500.00. 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.

Commitment Page 6
ommitment Number: 54596

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.
- 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. TAXES FOR THE YEAR 2019.
 - NOTE: Taxes for the year 2019 appear to be in the amount of \$3,900.40, Parcel No. 8254, 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 \$1,950.20 and PAID. The second installment is \$1,950.20 and DUE.
- 9. Easement(s), including the terms and conditions thereof, as shown on the subdivision plat, recorded: November 18, 1974 in Book 1 of Plats, Page 124.
- 10. 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 18, 1974 in Book 205, Page 394. Also, Amendment to Covenants recorded November 18, 1980 in Book 250, Page 66 AND Second Amendment to Covenants recorded May 23, 1985 in Book 293, Page 476.

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: 31 Scott Circle, Sheridan, WY; (Scott L5)

Ihat	to	the	hact	of the	Attiant'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: Will be completed on: 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: □ VANONE □ 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
Subscribed and sworn this
Witness my hand and official seal. Notary Public OUNTY, WITH THE PUBLIC COUNTY, WITH THE PUBLIC COUN

AVALANCE STRUCK

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ર્મા તેમાં મુશ્કેલ કરાયા કે લીકેસમાન આવેલા હોય. જાલું કરાયા માના માતા કરવાય કરવા છે. તેમાં જોના કર્યો જે માને સામાન મામ મામામાં માના માના માના માના મામામાં માના મામામાં માના મામામાં માના મુખ્ય માના મામામાં મુખ્ય તેમાં મા

My Commission

May 13, 2022

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Wilcox Abstract & Title

Title Insurance Policy Receipt

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File Number 49807			
Loan Policy 49367-M Delivered Emailed			*
Owner's Policy			
Documents Attached: MTG 953 - 151 DEED			
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Wilcox Abstract & Title

Title Insurance Policy Receipt	
File Number 49367	
Loan Policy Delivered / Emailed	
Owner's Policy 493107-1	
Documents Attached: MTG DEED 500-349 REL POA 4S-1	
LEGAL: Scott Add LS	
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Wilcox Abstract & Title

Title Insurance Policy Receipt

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File Number 49349	
Loan Policy 49349-M Delivered / Emailed	
Owner's Policy	
Documents Attached: MTG 953 - 139 DEED	ý v
REL ASSN	
LEGAL: Colony South BI L4D	
Delivered to: FFB-TT	Date: 6-7-17
Received by:	
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Market Contract 万万种的种类。 AM CONTRACT COME OF MARCHET - On it was figured to make



Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011356-0008673e

-- 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

Loan Policy

- (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 #: 49367 Loan #: *****

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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Policy Page 8 Policy Number: 49367-M

SCHEDULE A

First American Title Insurance Company

Policy No.: 49367

Address Reference: 31 Scott Circle, Sheridan, WY

Amount of Insurance: \$424,000.00 Premium: \$702.00

Date of Policy: April 28, 2017 at 04:24 PM MDT

1. Name of Insured:

Mortgage Electronic Registration Systems, Inc. solely as nominee for First Interstate Bank, its successors and or assigns as their respective interests may appear

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

Fee Simple

Title is vested in:

Michael John Lansing and Mary Michelle Lansing, husband and wife

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

Mortgagor:

Michael John Lansing and Mary Michelle Lansing, husband and wife

Mortgagee:

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

Interstate Bank

Original Amount:

\$424,000.00

Dated:

April 28, 2017

Recorded:

Recording No.:

April 28, 2017 Book 953, Page 151

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

Lot 5, Scott Addition. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 124.

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

[X] WY-ALTA 8.1-06

(Environmental Protection Lien) Paragraph b refers to the following state statute(s): None

[X] WY-ALTA 9-06

(Restrictions, Encroachments, Minerals)

X 1 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.: 49367

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 18, 1974 in Book 1 of Plats, Page 124.
- 5. 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 18, 1974 in Book 205, Page 394. Also, Amendment to Covenants recorded November 18, 1980, Book 250, Page 66 AND Second Amendment to Covenants recorded May 23, 1985, Book 293, Page 476.

SCHEDULE B

Policy No.: 49367

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

Policy Page 11 Policy Number: 49367-M

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: April 28, 2017 at 04:24 PM MDT

Premium: \$n/a

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

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

- any environmental protection lien that, at Date of Policy, is recorded in those records (a) 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
- any environmental protection lien provided by any state statute in effect at Date of (b) 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 Cut & Johnson PRESIDENT

ATTEST PRINTPLY SECRETARY

ENDORSEMENT

Issued by First American Title Insurance Company

Date of Endorsement: April 28, 2017 at 04:24 PM MDT

Premium: \$n/a

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

- The existence, at Date of Policy, of any of the following:
 - Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or a. extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - 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.
 - Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in ii. 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.
 - Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto iii. the Land of existing improvements located on adjoining land.
 - Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any iv. easement excepted in Schedule B.
 - 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:

- the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
- the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
- Damage to existing improvements, including lawns, shrubbery, or trees: 3.
 - that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage a. results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - 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.
- Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B. 4.
- Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of 5. 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

Authorized Countersignature

First American Title Insurance Company

ATTEST Smittgrilleng

ENDORSEMENT

Issued by

First American Title Insurance Company

Date of Endorsement: April 28, 2017 at 04:24 PM MDT

Premium: \$n/a

The Company insures against loss or damage sustained by the Insured by reason of the failure of a residential structure, known as 31 Scott Circle, Sheridan, WY, to be located on the Land at Date of Policy.

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

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

First American Title Insurance Company

BY Cut & Johnson PRESIDENT
AFTEST PRINTEGYSLEN SECRETAL



Owner's Policy

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011456-0004029e

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 faiture 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 #: 49367

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)

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SCHEDULE A

First American Title Insurance Company

Policy No.: 49367-0

Premium: \$1,650.00

Address Reference: 31 Scott Circle, Sheridan, WY

Amount of Insurance: \$530,000.00

Date of Policy: April 28, 2017 at 04:24 PM MDT

1. Name of Insured:

Michael John Lansing and Mary Michelle Lansing

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

Fee Simple

3. Title is vested in:

Michael John Lansing and Mary Michelle Lansing, husband and wife

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

Lot 5, Scott Addition. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 124.

SCHEDULE B

Policy No.: 49367

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.
- 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 18, 1974 in Book 1 of Plats, Page 124.
- 9. 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 18, 1974 in Book 205, Page 394. Also, Amendment to Covenants recorded November 18, 1980, Book 250, Page 66 AND Second Amendment to Covenants recorded May 23, 1985, Book 293, Page 476.
- 10. Mortgage and the terms and conditions thereof: Mortgagor: Michael John Lansing and Mary Michael Lansing, Mortgagee: First Interstate Bank (MERS), in the original amount of \$424,000.00, Recorded: April 28, 2017 in Book: 566, Page 349.

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: 31 Scott Circle, Sheridan, WY; (Scott Addn., L5)

That to the best of the Affiant's knowle	edge:	
could otherwise result in a lien, excep NONE		hin the last 180 days, or that
 Description of Improvement: Was completed on: 	At a cost of \$	· · · · · · · · · · · · · · · · · · ·
Will be completed on:	At a cost of \$ At a cost of \$	
Paid to:		
closing, except:	s affecting the land that would give rise to a special tax of	or assessment after the date of
NONE	possession of or who have been permitted to use of th	e land other than:
MONE	s, leases, easements or other agreements or interests r	
title except: NONE	eedings or other matters pending in any court that wou	ld result in an encumbrance on
the title insurance commitment and the NONE	any matters of title which may arise or be recorded agains adate of recordation of the documents creating the interest	at the land between the date of st being insured, except:
subsidiaries to issue its Policy(s) of fully understands the legal aspects of holds First American Title Insurance (representations made herein.	e of inducing First American Title Insurance Compan Title Insurance. The undersigned acknowledges that he any misrepresentation and/or untrue statements made Company harmless against liability by reason of its relia	e has read the foregoing and herein and indemnifies and
Dated this day of	, 2017.	
Sandra L. Pilch, Trustee		
State of Wyoming		
County of Sheridan	Stratus S	NOTAR COMME
Subscribed and sworn this	day ofA pml	<u>лу Ç</u> 2017. sion
Witness my hand and official seal.	SE	Expires April 10, 2018
	Notary Public	COUNTY NUMBER

AFFIDAVIT OF TRUST

The Sandra L. Pilch, Trustee of the Joe A. and Sandra L. Pilch not been revoked, modified or amended in any manner that incorrect.	
The name of the Settlor of the trust is:	udra d'Itelch Trust
Name of the Current Trustee:	Pelich
Address of Current Trustee (s): 70 Juntus	e Lane
Trust's Taxpayer Identification Number:	
This trust is: (Check One) Revocable Person	nolding power to revoke:
Irrevocable	
Under the terms of the trust, the trustee(s) have the power of real and personal property of every kind and all other inst property.	
Unless otherwise noted below, all of the above listed trustee the trustee(s) under the terms of the trust.	e(s) are required to execute to exercise the powers of
That this affidavit is made pursuant to, and in compliance wi Statutes. The undersigned affiant (s) knows the matters her First American Title Insurance Company, against loss, costs, or reason of its reliance on the statements made herein. Further affiant sayeth not:	ein stated are true, is duly authorized and indemnifies
STATE OF WY COUNTY OF Slew on	
Subscribed and sworn before me this 28 day of	, 2017 by Sandra L. Pilch, Trustee of
the Joe A. and Sandra L. Pilch Trust, dated July 15, 2014.	My Commission Expires O April 10, 2018
My Commission Expires: 4-10 76	NOTARY/PUBLIC PUBLIC PU

BORROWER'S AFFIDAVIT

to

FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Michael John Lansing and Mary Michelle Lansing, 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: 31 Scott Circle, Sheridan, WY; (Scott Addn., L5)

and more particularly described in the mortgage in favor of First Interstate Bank dated securing the sum of \$424,000.00 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:

otherwise result in a lien, except:	ials furnished on the land within the last 180 days, or that could
NONE	
□ Description of Improvement:	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 NONE OTHER	
3. There are no unrecorded contracts, leases, easements or ot p NONE OTHER	
4. That there are no bankruptcy proceedings or other matters p except: ☐ NONE ☐ OTHER	pending in any court that would result in an encumbrance on title,
5. That affiant has no knowledge of any matters of title which m title insurance commitment and the date of recordation of the doc NONE OTHER	
Dated this 36 day of April	, 2017.
7//-	2011/ 142/12 45 PSA
Michael John Lansing	Mary Michelle Lansing
State of	minimum,
County of Sterlin)ss	STIN P. S.
Subscribed and sworn this	
Witness my hand and official seal.	April 10 2018 O
	Notary Public
	John COUNTY, Junior

FROM:

BRENDA BADGETT

PHONE 307-672-0768

WILCOX TITLE AGENCY, INC.

307 W. BURKITT

FAX 307-672-8838

SHERIDAN, WYOMING 82801

FILE #

28974

TO:

WELLS FARGO HOME MORTGAGE, INC. 800 LASALLE AVENUE, SUITE 1000

MINNEAPOLIS, MN 55402

DATE:

January 5, 2004

SUBJECT: PLEASE FIND ENCLOSED

.............

1. ALTA LOAN POLICY #16004-M

2. MORTGAGE RECORDED IN BOOK 538, PAGE 254

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-16004-M

Amount \$300,820.00

Charges \$1,078.00

SCHEDULE A

Effective Date: August 26, 2003 4:40 P.M. MDT

NAME OF INSURED

Wells Fargo Home Mortgage, Inc.

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

FEE

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

> Joe A. Pilch and Sandra L. Pilch husband and wife

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

A Mortgage to secure an indebtedness in the original principal sum of \$300,820.00 recorded August 26, 2003, in Book 538 at page 254

Dated: August 19, 2003

Mortgagor: Joe A. Pilch and Sandra L. Pilch, husband and wife

Mortgagee:

Wells Fargo Home Mortgage, Inc.

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

Lot 5, Scott Addition. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 124.

Issuing Agent

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

Policy No. 3-16004-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:

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

TAXES FOR THE YEAR 2003 AND SUBSEQUENT YEARS.

- 4. Covenants, conditions and restrictions, as contained in Instrument recorded November 18, 1974 in Book 205, Page 394, Amendment recorded November 18, 1980 in Book 256, Page 66, Second Amendment recorded May 23, 1985 in Book 293, Page 476, Records of Sheridan County, Wyoming, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent the such covenants, conditions or restriction violate 32 USC 3604(c).
- 5. Easement for utilities and incidental purposes as set out on Plat recorded May 25, 1978 in Book 230 of Plats, Page 456.

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

Policy No. 3-16004-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. 3-16004-M

Date of Endorsement: August 26, 2003 4:40 P.M. MDT

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

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

- any environmental protection lien which, at Date of Policy, is recorded in (a) 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
- any environmental protection lien provided for by any state statute in effect (b) 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.

> 1988 *CALIFORNY

Wilcox Abstract & Title 307 West Burkitt

Sheridan, WY 82801

Ву

First American Title Insurance Company

PRESIDENT

AUTHORIZED AGENT OR VALIDATING OFFICER

ALTA 8.1 [3/3/92]

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-16004-M

Date of Endorsement: August 26, 2003 4:40 P.M. MDT

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

A Residential Structure

known as 31 Scott Circle, Sheridan WY 82801

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

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

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

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

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

SEPTEMBER 24

+CALIFORNIA

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801 First American Title Insurance Company

BY Parker S. Kennedy

ATTEST William C. Zacylon for SECRETI

Βv

UTHOREAD AGENT OR VALIDATING OFFICER

WY 116 (3/3/92)

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-16004-M

Date of Endorsement: August 26, 2003 4:40 P.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 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 (a)
 - (b) 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 (a) 2. 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, occurring prior to acquisition of title to said estate or interest by the Insured, of any (b) covenants, conditions, or restrictions.
- 3.
- Damage to existing improvements, including lawns, shrubbery or trees

 (a) which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved. resulting from the exercise of any right to use the surface of said land for the extraction or
 - development of the minerals excepted from the description of said land or excepted in Schedule B. (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,

1968 CALIFORNIA

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Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801

First American Title Insurance Company

BY Parker S, Kennedy

William C. Zacy lan Ja

VALIBATING OFFICER

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



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:

- Title to the estate or interest described in Schedule A being vested other than as stated therein;
- Any defect in or lien or encumbrance on the title;
- Unmarketability of the title;
- Lack of a right of access to and from the land;
- The invalidity or unenforceability of the lien of the insured mortgage upon the title;
- The priority of any lien or encumbrance over the lien of the insured mortgage;
- 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;
- 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
- 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

cw 5961454 ATTEST

SECRETARY

The Title Giranty Company of Pyoming, Inc.

CASPER, WYOMING
TITLE INSURANCE POLICY

Risk Rate Premium \$ 27.30

SCHEDULE A

Effective Date AUGUST 18, 1975 at 5:00 o'clock P. M.

Policy No. 3-314-0

Amount \$ 13,000.00

NAME OF INSURED

GEORGE A. NUGENT and ELVA B. NUGENT

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

Fee Simple

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

GEORGE A. NUGENT and ELVA B. NUGENT

3. The land referred to in this policy is described as follows:

LOT 5, SCOTT ADDITION TO THE CITY OF SHERIDAN, SHERIDAN

COUNTY, WYOMING, as shown on the Plat of said Addition recorded in Book 1 of Plats, Page 124.



POLICY OF TITLE INSURANCE

ISSUED BY

The Title Guaranty Company of Wyoming, Inc.

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, THE TITLE GUARANTY COMPANY OF WYOMING, INC., a Wyoming corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said 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 such title;
- 3. Unmarketability of such title; or
- 4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

- 5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - b. any consumer credit protection or truth in lending law;
- 6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
- 7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B. IN WITNESS WHEREOF, The Title Guaranty Company of Wyoming, Inc. has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Issuing Agent:

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

WILCOX ABSTRACT COMPANY 49 EAST LOUCKS SHERIDAN, WYOMING

PRESIDENT

Tout Helly.

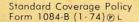
Authorized Signature

SCHEDULE B

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

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Taxes for the year 1975 and subsequent years.

 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- 6. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral rights.
- 7. Covenants, conditions and restrictions as contained in isntrument recorded November 18, 1974 in Book 205 of Deeds, Page 394, but deleting restrictions, if any, based on race, color, religion or national origin.
- 8. Utility easements and rights of way as set out and shown on Plat recorded November 18, 1974 in Book 1 of Plats, Page 124.



SCHEDULE OF EXCLUSIONS FROM COVERAGE

TTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY:

And title, interest, estate or easement in land beyond the lines of the area specifically described or red to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but ning in this paragraph shall modify or limit the extent to which the ordinary right of any abutting owner access to a physically open street or highway is insured by this policy.

- Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- 3. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
- 4. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- mean:

 (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage hereunder.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (f) "land": the land described, specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 1 of Schedule of Exclusions from Coverage.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": those records which by law impart constructive notice of matters relating to the land.

(a) CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

- (i) the amount of insurance stated in Schedule A;
- (ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or
- (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this

policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in littigation to the extent that such litigation involves an alleged defect; lien, encumbrance or other matter insured against by this policy.
- (b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.
- (d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.