

58031

Wilcox Abstract & Title
Title Insurance Policy Receipt

File No. 35441

Loan Policy 20492 m

Owner Policy _____

Documents Attached: MTG _____ DEED _____

REL _____ ASSN _____

Legal Owner Bk 46, 411

Delivered to: FIB Date: 2/22/08

Received by: _____

JS



161

11. 1943
ON 8/10/43

11. 1943

245/10
11

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-20492-M

Amount \$78,500.00

Charges \$505.00

SCHEDULE A

Effective Date: December 5, 2007 2:08 P.M. MDT

NAME OF INSURED

First Interstate Bank,
its successors and or assigns, as their interests may appear

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:

Dee Ann M. Noecker

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 \$78,500.00
recorded December 5, 2007, in Book 690 at page 534


Dated: December 4, 2007

Mortgagor: Dee Ann M. Noecker

Mortgagee: First Interstate Bank

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

Lot 11, Block 46, Downer Addition to the City of Sheridan, Sheridan County, State of Wyoming.


Issuing Agent

SCHEDULE B

This Policy does not insure against loss or damage (and the company will not pay costs, attorney's fees or expenses) by reason of the following:

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

TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS.

4. Party Wall Agreement executed by and between Billy Dee Perkins and Emily P. Perkins, husband and wife, and The Secretary of Housing and Urban Development contained in instrument recorded June 22, 1992, in Book 351, Page 300.

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

Policy No. 3-20492-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. 3-20492-M

Date of Endorsement: December 5, 2007 2:08 P.M. MDT

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

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

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

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

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

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

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY

Parker S. Kennedy

PRESIDENT

ATTEST

William C. Ziegler Jr.

SECRETARY

By

[Signature]

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. 3-20492-M

Date of Endorsement: December 5, 2007 2:08 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 1792 and 1798 Yonkee 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.

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler Jr.* SECRETARY

By 
AUTHORIZED AGENT OR VALIDATING OFFICER

WY 116
[3/3/92]

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-20492-M

Date of Endorsement: December 5, 2007 2:08 P.M. MDT

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

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

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

As used in paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

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

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Zappala Jr* SECRETARY

By

[Signature]
AUTHORIZED AGENT OR VALIDATING OFFICER

POLICY OF TITLE INSURANCE



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

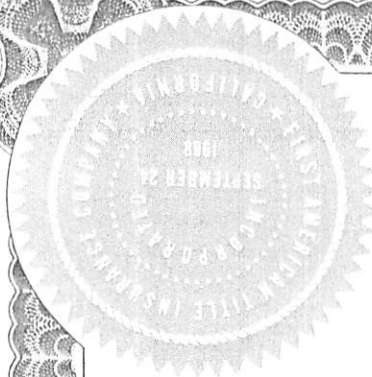
BY *Ray D. Bennett* PRESIDENT

ATTEST *Mark & Anson* SECRETARY

WILCOX ABSTRACT & TITLE

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

CW



ALTA COMMITMENT - 1982 - WY

SCHEDULE A

1. Effective Date: November 2, 2007
AT 5:00 P.M., MST

Commitment No: 3-35441

2. Policies To Be Issued:
(A) ;
Proposed Insured:

Amount: \$

(B) ALTA LOAN POLICY (10/17/92);
Proposed Insured:

Amount: \$78,500.00

First Interstate Bank,
its successors and or assigns, as their interests may appear

(C) _____; Proposed Insured:

Amount: \$ _____

3. FEE interest in the land described in this Commitment is owned, at the Commitment Date,
by

Dee Ann M. Noecker

4. The land referred to in this Commitment is described as follows:

Lot 11, Block 46, Downer Addition to the City of Sheridan, Sheridan County, State of Wyoming.

SCHEDULE B - SECTION I
REQUIREMENTS

Commitment No.: 3-35441

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (d) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered, and recorded:

NOTE: Complaint for Divorce as contained in Civil Action No. CV2007-335, filed August 28, 2007 in District Court, Fourth Judicial District in and for the County of Sheridan, State of Wyoming, wherein Dee Ann Noecker is Plaintiff and Tommy V. Noecker is Defendant.

- 692 564
690 534
- 1. Release of the Mortgage executed by Dee Ann M. Noecker and Tommy V. Noecker, in favor of First Interstate Bank, its successors and or assigns, as their interests may appear, dated February 1, 2002, recorded in the amount of \$50,000.00 on February 4, 2002, in Book 474, Page 169.
 - 2. Mortgage executed by Dee Ann M. Noecker, a married person dealing in her sole and separate property in favor of First Interstate Bank, its successors and or assigns, as their interests may appear, to secure an amount of \$78,500.00.
 - (e) Furnish title company Owner's and Borrower's Affidavits sufficient in its opinion to warrant deletion of Exceptions 1, 2 and 4 from Loan Policy when issued.

NOTE: Title company will delete Exception 3 and attach Endorsements 100, 116 and 8.1 to Loan Policy when issued.

SCHEDULE B - SECTION II
EXCEPTIONS

Commitment No.: 3-35441

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral rights.
7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS.

Note: Tax Roll 9366 for the year 2007 appear to be in the amount of \$747.68. The FIRST half appear to be PAID in the amount of \$373.84. The SECOND half appear to be in the amount of \$373.84, according to the records of the County Treasurer. (GEO PIN #0356842226200825)

8. Party Wall Agreement executed by and between Billy Dee Perkins and Emily P. Perkins, husband and wife, and The Secretary of Housing and Urban Development contained in instrument recorded June 22, 1992, in Book 351, Page 300.

Exceptions numbered _____ will be omitted on _____ Policy when issued.

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

Notary Public

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

State of Wyoming)
County of Sheridan) ss

Lot 11, Block 46, Downer Addition to the City of Sheridan, Sheridan County, State of Wyoming.

and more particularly described in the mortgage in favor of First Interstate Bank,
its successors and or assigns, as their interests may appear
dated _____ securing the sum of \$78,500.00 and filed, or to be filed, for record in the Office of
the County Clerk, it is represented that this shall be a first mortgage line on said land.

- | |
|----------------------------|
| NONE |
| Description of Improvement |

- NONE
— OTHER

- NONE
— OTHER

- [illegible]

Dated this 4th day of December, 20 07

Dee Ann M Noecker

Dee Ann M. Noecker

Subscribed and sworn this 4th day of December, 20 07.

Witness my hand and official seal.

Penny & Corvett

Notary Public



Wilcox Abstract & Title
Title Insurance Policy Receipt

File No. 26704

Loan Policy 14353-m

Owner Policy _____

Documents Attached: MTG _____ DEED _____

REL _____ ASSN _____

Legal Lot 11, Block 46, Downer Add.

Delivered to: First Interstate Bank Date: _____

Received by: Katie Culver



100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

Form of Policy: ALTA LOAN - WYO

Policy No. 3-14353-M

Amount \$50,000.00

Charges \$405.00

SCHEDULE A

Effective Date: February 4, 2002 4:10 P.M. MST

NAME OF INSURED

First Interstate 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:

Tommy V. Noecker and Dee Ann M. Noecker
husband and wife

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 \$50,000.00 recorded February 4, 2002, in Book 474 at page 169

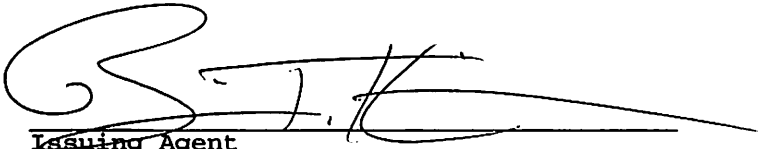
Dated: February 1, 2002

Mortgagor: Deeann M. Noecker and Tommy V. Noecker, wife and husband

Mortgagee: First Interstate Bank

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

Lot 11, Block 46, Downer Addition to the City of Sheridan, Sheridan County, State of Wyoming.


Issuing Agent

SCHEDULE B

This Policy does not insure against loss or damage (and the company will not pay costs, attorney's fees or expenses) by reason of the following:

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

TAXES FOR THE YEAR 2001 AND SUBSEQUENT YEARS.

4. Party Wall Agreement executed by and between Billy Dee Perkins and Emily P. Perkins, husband and wife, and The Secretary of Housing and Urban Development contained in instrument recorded June 22, 1992, in Book 351, Page 300.

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. 3-14353-M

Date of Endorsement: February 4, 2002 4:10 P.M. MST

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

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

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

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

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

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

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler Jr.* SECRETARY

By

A large, stylized handwritten signature in black ink, likely belonging to the authorized agent or validating officer.

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. 3-14353-M

Date of Endorsement: February 4, 2002 4:10 P.M. MST

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

A Residential Structure

known as 1798 and 1792 Yonkee, 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.

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler Jr.* SECRETARY

By

[Signature]
AUTHORIZED AGENT OR VALIDATING OFFICER

WY 116
[3/3/92]

FIRST AMERICAN TITLE INSURANCE COMPANY

ENDORSEMENT

Premium \$ n/c

Attached to and forming a part of Policy No. 3-14353-M

Date of Endorsement: February 4, 2002 4:10 P.M. MST

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

1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) That there are no present violations on said land of any enforceable covenants, conditions, or restrictions;
 - (c) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures, or improvements located on adjoining lands.
2.
 - (a) Any future violations on said land of any covenants, conditions, or restrictions occurring prior to acquisition of title to said estate or interest by the Insured, proved such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or result in loss or impairment of the title to said estate or interest if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage;
 - (b) Unmarketability of the title to said estate or interest by reason of any violations on said land, occurring prior to acquisition of title to said estate or interest by the Insured, of any covenants, conditions, or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
 - (a) which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved.
 - (b) resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or excepted in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

Wherever in the endorsement any of all of the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants and conditions contained in any lease referred to in Schedule A.

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

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

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

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

Wilcox Abstract & Title
307 West Burkitt
Sheridan, WY 82801



First American Title Insurance Company

BY Parker S. Kennedy PRESIDENT
ATTEST William G. Ziegler Jr. SECRETARY

By

[Signature]
AUTHORIZED AGENT OR VALIDATING OFFICER

FA 100
(6/92)



POLICY OF TITLE INSURANCE

WILCOX ABSTRACT & TITLE

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

ISSUED BY

First American Title Insurance Company

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

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

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

First American Title Insurance Company

BY

Gary L. Keruett

PRESIDENT

ATTEST

Mark L. Arsen

SECRETARY

CW 4724745

RE: Commitment No. 3-26704

BORROWER'S AFFIDAVIT TO FIRST AMERICAN TITLE INSURANCE COMPANY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Tommy V. Noecker and Dee Ann M. Noecker who, after being first duly sworn, depose(s) and say(s) that (he)(she)(they) or _____ (is)(are) the owners(s) of the property known as 1798 and 1792 Yonkee, Sheridan, Wyoming 82801, described as:

Lot 11, Block 46, Downer Addition to the City of Sheridan, Sheridan County, State of Wyoming.

and more particularly described in the Mortgage in favor of First Interstate Bank dated 02/01/2002 securing the sum of \$50,000.00 and filed, or to be filed, for record in the office of the authorized recording official for said jurisdiction, which it is represented shall be a first lien on said property.

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

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

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

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

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


Tommy V. Noecker

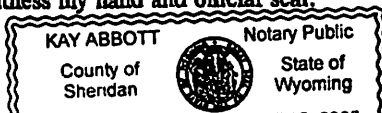

Dee Ann M. Noecker

State of Wyoming)
)ss
County of SHERIDAN

The foregoing instrument was acknowledged before me by Tommy V. Noecker and Dee Ann M. Noecker

this 1ST day of FEBRUARY, 2002.

Witness my hand and official seal.




Notary Public

*If any unpaid claimants and the amount due each. Also, in such event, affidavit should be supplemented by a waiver or release of lien executed by each unpaid claimant. If all paid, state "none".

**Here identify any person other than owner(s) in actual possession or having any right of possession, and if "none", or if "tenants from month-to-month," so state. If person(s) are tenants under lease or are contract purchaser(s), attach copy of lease or contract, together with agreement in writing, executed and acknowledged, fully subordinating such rights thereunder to the lien of the subject security instrument.



WILCOX ABSTRACT
TITLE INSURANCE POLICY RECEIPT

RE: FILE # 19000

LOAN POLICY # 8834 m OWNER POLICY # _____

DOCUMENTS: MTG _____ DEED _____

REL _____ ASSN _____

LEGAL lot 11 block 46

Owner, Adm

DELIVERED TO: First Interstate DATE: 11-30-93

RECEIVED BY: Linda Beinhaw



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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-8834-M

Amount \$15,000.00

Charges \$105.00

SCHEDULE A

Effective Date: October 18, 1993, 8:15 am MST

NAME OF INSURED

First Interstate Bank of Commerce

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:

Tommy V. Noecker and Dee Ann M. Noecker
husband and wife

3. The insured mortgage and assignments, if any, are described as follows:

A Mortgage to secure an indebtedness in the original principal sum of \$15,271.00 recorded October 18, 1993, in Book 311 at page 630.

Dated: October 15, 1993

Mortgagor: Tommy V. Noecker and DeeAnn M. Noecker, husband and wife

Mortgagee: First Interstate Bank of Commerce

NOTE: The maximum monetary coverage given by this policy is the sum of \$15,000.00 and in case of loss, the liability of the Insurer shall not exceed the amount of unpaid principal due.

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

Lot 11, Block 46, Downer Addition to the City of Sheridan, Sheridan County, Wyoming.

Issuing Agent



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

Policy No. 3-8834-M

SCHEDULE B

PART I

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. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (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 right.
7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 1993 AND SUBSEQUENT YEARS.

8. Party Wall Agreement executed by and between Billy Dee Perkins and Emily P. Perkins, husband and wife, and the Secretary of Housing and Urban Development contained in instrument recorded June 22, 1992, in Book 351 of Deeds, Page 300.
9. A Mortgage entitled to secure an indebtedness in the original principal sum of \$40,000.00 and any other amounts and/or obligations secured thereby, recorded December 17, 1992, in Book 298, Page 459.
Dated: December 15, 1992
Mortgagor: Tommy V. Noecker and Dee Ann M. Noecker, husband and wife
Mortgagee: First Interstate Bank of Commerce



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

Policy No. 3-8834-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



POLICY OF TITLE INSURANCE



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

Parker S. Kennedy

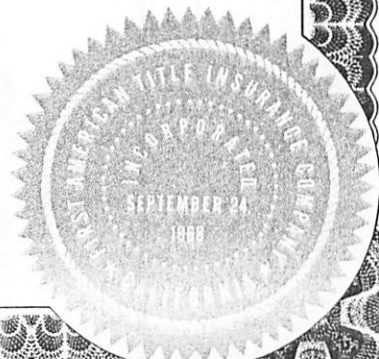
PRESIDENT

ATTEST

Mark L. Anderson

SECRETARY

CW 209953





WILCOX ABSTRACT
TITLE: INSURANCE POLICY RECEIPT

RE: FILE # 18013

*** WE HAND YOU THE FOLLOWING ***

TITLE INSURANCE LOAN POLICY NO: 8282 M

TITLE INSURANCE OWNER POLICY NO: 8282 O

MORTGAGE: BOOK 298 PAGE 459

DEED: BOOK 355 PAGE 2104

MISC: _____

LEGAL DESCRIPTION: _____

lot 11 block 400 Downer

DELIVERED TO: _____

1st Interstate Bank

THIS 14 DAY OF Jan : 993 BY: D Hoover

STATE OF TEXAS
COUNTY OF DALLAS

IN SENATE,
JANUARY 11, 1907.

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE
FOR THE YEAR 1906.

PRESENTED TO THE SENATE BY THE COMMISSIONER.

READ BY THE CLERK.

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE
FOR THE YEAR 1906.

PRESENTED TO THE SENATE BY THE COMMISSIONER.

READ BY THE CLERK.

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE
FOR THE YEAR 1906.

PRESENTED TO THE SENATE BY THE COMMISSIONER.

READ BY THE CLERK.

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE
FOR THE YEAR 1906.

Form No. 1402-87
(4-6-90)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



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.

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

First American Title Insurance Company

BY *Patrick S. Kennedy* PRESIDENT

ATTEST *William C. Zaepke* SECRETARY

H 1108683

FIRST AMERICAN

Form No. 1402(6/87)
ALTA Owner's Policy
[3/92]

Form of Policy: ALTA OWNER'S - WYO

Policy No. 3-8282-0

Amount \$48,790.00

Charges \$210.70

SCHEDULE A

Effective Date: December 17, 1992, 11:00 am MST

NAME OF INSURED

Tommy V. Noecker and DeeAnn M. Noecker

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

FEE

2. Title to the estate or interest covered by this policy at the date hereof is vested in the insured.
3. The land referred to in this policy is described as follows:

Lot 11, Block 46, Dorrer Addition to the City of Sheridan, Sheridan County, Wyoming.

Issuing Agent

Form No. 1402(6/87)WY
ALTA Owner's Policy
[3/92]

Policy No. 3-8282-0

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. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (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 right.
7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 1992 AND SUBSEQUENT YEARS.

8. Party Wall Agreement executed by and between Billy Dee Perkins and Emily P. Perkins, husband and wife, and the Secretary of Housing and Urban Development contained in instrument recorded June 22, 1992, in Book 351 of Deeds, Page 300.
9. A Mortgage entitled to secure an indebtedness in the original principal sum of \$40,000.00 and any other amounts and/or obligations secured thereby recorded December 17, 1992, in Book 298 at page 459.
Dated: December 15, 1992
Mortgagor: Tommy V. Noecker and DeeAnn M. Noecker, husband and wife
Mortgagee: First Interstate Bank of Commerce

Form No. 1056-87
(4-6-90)
ALTA Loan Policy
Form 1



POLICY OF TITLE INSURANCE



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 *Parke S. Kennedy* PRESIDENT

2287923 ATTEST *William C. Ziegler, Jr.* SECRETARY

G-W

FIRST AMERICAN

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

Form of Policy: ALTA LOAN - WYO

Policy No. 3-8282-M

Amount \$40,000.00

Charges \$20.00

SCHEDULE A

Effective Date: December 17, 1992, 11:00 am MST

NAME OF INSURED

First Interstate Bank of Commerce

1. The estate of 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:

Tommy V. Noecker and DeeAnn M. Noecker
husband and wife

3. The insured mortgage and assignments thereof, if any, are described as follows:

A Mortgage to secure an indebtedness in the original principal sum of \$40,000.00 recorded December 17, 1992, in Book 298 at page 459.

Dated: December 15, 1992

Mortgagor: Tommy V. Noecker and DeeAnn M. Noecker, husband and wife

Mortgagee: First Interstate Bank of Commerce

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

Lot 11, Block 46, Dorrer Addition to the City of Sheridan, Sheridan County, Wyoming.

Issuing Agent

FIRST AMERICAN

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

Policy No. 3-8282-M

SCHEDULE B

PART I

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. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (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 right.
7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 1993 AND SUBSEQUENT YEARS.

8. Party Wall Agreement executed by and between Billy Dee Perkins and Emily P. Perkins, husband and wife, and the Secretary of Housing and Urban Development contained in instrument recorded June 22, 1992, in Book 351 of Deeds, Page 300.

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

Policy No. 3-8282-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



U.S. Department of Housing and Urban Development
Denver Regional Office, Region VIII
Executive Tower
1405 Curtis Street
Denver, Colorado 80202-2349

Date: 7-30-92

NOTICE OF AWARD/ACCEPTANCE STATEMENT

(CONTRACTOR MUST SIGN, DATE AND RETURN THE FOLLOWING TO THE CLOSING DEPARTMENT, 21ST FLOOR WITHIN FIVE DAYS. FAILURE TO RETURN THIS FORM MAY RESULT IN LATE PAYMENT.)

1. NOTICE OF AWARD -

The Government of the United States hereby awards:

FHA Case #:

591-014593-203

Case address:

1792-1798 Vonke
Sheridan, WY 82801

2. CONTRACT ACCEPTANCE -

- A. I hereby agree to provide the services as specified on the attached specifications/descriptions.
- B. The following deliverables are subject to Liquidated Damages at the rates specified below:
- (1) Delivery of final sales closing package (per day late) x \$6.24.
 - (2) Compliance with wire transfer procedures as attached, (per day late). Wire transfer amount times .08 divided by 360 times number of days late equal \$_____.
- C. In the event that liquidated damages are assessed for this closing case, the contractor shall make payment to the Government of the United States by attaching a check for the amount of such damages to this case's closing package submitted to HUD.
- D. On receipt of orders and/or instructions from HUD, I will provide the services/supplies (including labor and all materials) according to the terms and conditions stated in the Purchase Order. Additionally, I will furnish them at the price/prices, which I quoted: \$150.00,
(☒ orally/ () written SF-18 or other document dated _____.
- E. Acceptance of this contract gives the undersigned authority to act as closing agent on behalf of HUD for this transaction.

Contractor:

Wilcox Abstract by Tomkin 8/14/92
signature date

Tom K. HANSON

please print name

Address:

307 672 0768 307 W Burtitt

Sheridan, WY 82801

Phone Number:

307 672 0768

Federal Tax I.D. or Social Security #:

83-0284880

Sales Contract
Property Disposition Program

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Dr. Town Properties 
OMB Approval No. 2502-0306

HUD Case No.

591 014593203

1. I(We), Bill Rapp
(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:
1792-1798 Yonkee, Sheridan, Wy 82801
(Street number, Street name, unit number, if applicable, city, county, State)
2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style:
William A. & Pamela J. Rapp
3. The agreed purchase price of the property is 3. \$ 48,000
Purchaser has paid \$ 500.00 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller.
The earnest money deposit shall be held by Carroll Realty Co., Inc.
4. () Purchaser is applying for HUD/FHA insured financing with a cash down payment of \$
due at closing and the balance secured by a mortgage in the amount of \$
for months (does not include HUD/FHA Mortgage Insurance Premium).
☒ Said mortgage involves a repair escrow amounting to 4. \$
☒ Purchaser is paying cash or applying for conventional or other financing not involving HUD/FHA.
5. Seller will pay reasonable and customary costs, but not more than actual costs nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed 5. \$ 901
6. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including bonus, if applicable) of 6. \$ 2880
7. The net amount due Seller is (Purchase price, Item 3, less Item 4 escrow, if any, less Items 5 and 6) 7. \$ 44219
8. Purchaser is () owner-occupant (will occupy this property as the primary residence); ☒ investor.
9. Time is of the essence as to closing. The sale shall close not later than August 15, 1992
Closing shall be held at Wilcox Abstract and Title
10. If Seller does not accept this offer, Seller ☒ may () may not hold such offer as a back-up to accepted offer..
11. An addendum () is ☒ is not attached hereto and made part of this contract.
12. Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser's Initials W.R. Seller's Initials P.R.
13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.

Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest.

Purchaser(s): (type or print names, social security numbers, and sign)

Bill Rapp
550-66-3202

Pam Rapp
520-72-3456

Purchaser(s) Address:

28 La Sonoma Crt.
Alamo, CA 94507

Phone No.: (510)

820-7825

Date Contract Signed by Purchaser(s):

7/2/92

Seller: Secretary of Housing and Urban Development
By: (type name & title, & sign)

Date Contract Accepted by HUD:

7/20/92

Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, or national origin; (2) he/she has executed and filed with HUD, form HUD-9556, Joint HUD-VA Nondiscrimination Certification (Sales Broker); and (3) he/she has both provided and explained to the purchaser the notice regarding use of HUD's closing agent; and (4) he/she is in compliance with HUD's earnest money policy as set forth in Agreement to Abide executed on 2/3/1992.

Business Name & Address of Broker (Include Zip Code)(For IRS reporting)

ERA Carroll Realty Co., Inc.
306 N. Main/P.O. Box 665
Sheridan, Wy 82801

Broker's Social Security No. or Employer ID No.
(Include hyphens)

83-0294231

Area Code & Phone No. of Broker

(307) 672-8911

Signature of Broker

X [Signature]

Type or print the name and phone number of sales person:

This section for HUD use only. Broker notified of:

☒ Acceptance ☐ Back-Up No. ☐ Rejection ☐ Return Earnest Money Deposit

By:

X B. Lamoie, RT

Date

7/21/92

Previous Editions are Obsolete

Original

form HUD-9548 (11/90)
ref. Handbook 4310.5

LDP-OK

98.3

ADDENDUM

RE: SALES CONTRACT: HUD Case #591-014593-203
PROPERTY ADDRESS: 1792-1798 Yonkee, Sheridan, WY 82801
PURCHASER: William A. & Pamela J. Rapp

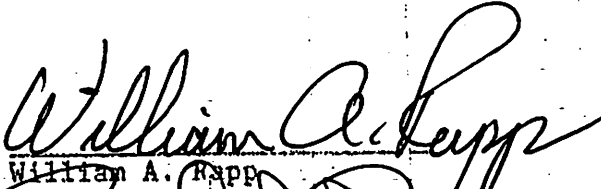
Changes to the above mentioned contract are as follows:

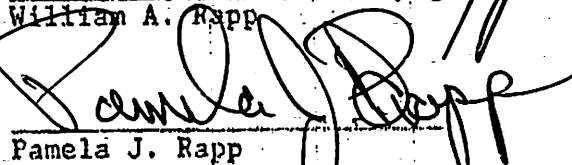
#2. Title will be taken in the following name and style:

William A. Rapp & Pamela J. Rapp

#9. The sale shall close not later than or before 60 days
from the date of acceptance of this contract.

Closing shall be held at a place to be determined by the
Department of HUD.

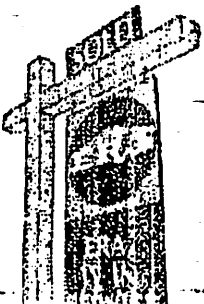

William A. Rapp


Pamela J. Rapp

ERA CARROLL REALTY CO., INC.


Dixie J. See, Broker

*W.S. Dept of HUD
By: [Signature] RS 7/20/82*



CARROLL REALTY CO., INC.
306 N. Main, Box 665
Sheridan, Wyoming 82801

307-672-8911





U.S. Department of Housing and Urban Development

Denver Regional Office, Region VIII
Executive Tower
1405 Curtis Street
Denver, Colorado 80202-2349

DATE: 7-30-92

TO: Wilcox Abstract Title
307 W. Burkitt
Sheridan, WY 82801

SUBJECT: Closing of HUD-Owned Property Sale
FHA Case #: 591-014593-203
Case address: 1792-1798 Vonkee
Sheridan, WY 82801

Dear Closing Agent:

The subject case is forwarded for closing in accordance with local custom and more specifically, with the following instructions. By accepting this case, it is my understanding that you agree to comply with all these instructions.

1. Immediately complete and sign the enclosed "NOTICE OF AWARD/ACCEPTANCE STATEMENT." Return it within five days to the Closing Department, 22nd Floor, 1405 Curtis Street, Denver, CO 80202.
2. Closing must occur within the time stated in Item 9 of the Sales Contract, or subsequent extensions approved by HUD. If closing does not take place within this time, please telephone, Robert C Thomas, Closing Clerk, at (303) 844-5137.
3. Complete the Settlement Statement (Form HUD-1), deed and other documents necessary to properly and fully conclude settlement.
4. HUD has agreed to pay customary and reasonable, but no more than actual cost, up to the amount stated in Item 5 of the Sales Contract.

Should actual costs for allowable items be less than the amount stated in Item 5 of the Sales Contract, such excess belongs to HUD and may not be credited to the purchaser. Should the Item 5 amount be insufficient to pay actual closing/financing costs, such excess costs must be borne by someone other than HUD.

5. The following sales incentives are approved:



U.S. Department of Housing and Urban Development

Denver Regional Office, Region VIII
Executive Tower
1405 Curtis Street
Denver, Colorado 80202-2349

DATE: 7-30-92

TO: Wilcox Abstract Title
367 W. Burkitt
Sheridan WY 82801

SUBJECT: Closing of HUD-Owned Property Sale
FHA Case #: 591-014593-203
Case address: 1792-1798 Yonkee
Sheridan, WY 82801

Dear Closing Agent:

The subject case is forwarded for closing in accordance with local custom and more specifically, with the following instructions. By accepting this case, it is my understanding that you agree to comply with all these instructions.

1. Immediately complete and sign the enclosed "NOTICE OF AWARD/ACCEPTANCE STATEMENT." Return it within five days to the Closing Department, 22nd Floor, 1405 Curtis Street, Denver, CO 80202.
2. Closing must occur within the time stated in Item 9 of the Sales Contract, or subsequent extensions approved by HUD. If closing does not take place within this time, please telephone, Robert C. Thomas, Closing Clerk, at (303) 844-5137.
3. Complete the Settlement Statement (Form HUD-1), deed and other documents necessary to properly and fully conclude settlement.
4. HUD has agreed to pay customary and reasonable, but no more than actual cost, up to the amount stated in Item 5 of the Sales Contract.

Should actual costs for allowable items be less than the amount stated in Item 5 of the Sales Contract, such excess belongs to HUD and may not be credited to the purchaser. Should the Item 5 amount be insufficient to pay actual closing/financing costs, such excess costs must be borne by someone other than HUD.

5. The following sales incentives are approved:

6. Unpaid property taxes shall be prorated to the date of closing. If HUD has prepaid taxes, collect the appropriate amount from purchaser. If HUD owes money for its prorated portion of the taxes, credit the purchaser with the appropriate amount.
7. The sales commission to which the real estate broker is entitled is stated in Item 6 of the Sales Contract. If the sale involves an exclusive listing company and a co-operating real estate company, the exclusive listing company will receive the commission stated in Item 6. They will pay the co-op company out of their commission.
8. Unless identified as an expense which HUD will bear, collect recording fees from the purchaser and record the deed promptly upon closing.
9. HUD's net sales proceeds are to be wire transferred to the Department of Treasury on the day of closing or the next banking day at the latest, in accordance with the attached instructions. The actual cost of the wire transfer is payable from HUD's sales proceeds. This charge is to be recorded in Section L, Line 1105 of Form HUD-1.
10. Within two days of closing, forward the completed sales closing package to the Closings Team, together with wire confirmation of receipt of the sales proceeds.

If you have further questions, please contact Robert L. Thomas,
at (303) 844-3157.

Sincerely,



Michael J. Ohrt
Director
HUD Homes Branch

Enclosures

White - Closing Agent
Yellow - Property File
Pink - Suspense File

6. Unpaid property taxes shall be prorated to the date of closing. If HUD has prepaid taxes, collect the appropriate amount from purchaser. If HUD owes money for its prorated portion of the taxes, credit the purchaser with the appropriate amount.
7. The sales commission to which the real estate broker is entitled is stated in Item 6 of the Sales Contract. If the sale involves an exclusive listing company and a co-operating real estate company, the exclusive listing company will receive the commission stated in Item 6. They will pay the co-op company out of their commission.
8. Unless identified as an expense which HUD will bear, collect recording fees from the purchaser and record the deed promptly upon closing.
9. HUD's net sales proceeds are to be wire transferred to the Department of Treasury on the day of closing or the next banking day at the latest, in accordance with the attached instructions. The actual cost of the wire transfer is payable from HUD's sales proceeds. This charge is to be recorded in Section L, Line 1105 of Form HUD-1.
10. Within two days of closing, forward the completed sales closing package to the Closings Team, together with wire confirmation of receipt of the sales proceeds.

If you have further questions, please contact Robert L. Thomas,
at (303) 844-3157.

Sincerely,



Michael J. Ohrt
Director
HUD Homes Branch

Enclosures

White - Closing Agent
Yellow - Property File
Pink - Suspense File

Form No. 1402-87
(4-6-90)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



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.

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

WILCOX ABSTRACT & TITLE

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

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Ziegler, Jr.* SECRETARY

719099

H



Form No. 1402 (6/87)
ALTA Owner's Policy
Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

TITLE INSURANCE POLICY

Form of Policy: ALTA OWNER'S - WYO

Policy No. 3-7526FA-O

Amount \$48,914.39

Charges \$305.00

SCHEDULE A

Effective Date: August 30, 1991, 10:15AM, MST

NAME OF INSURED

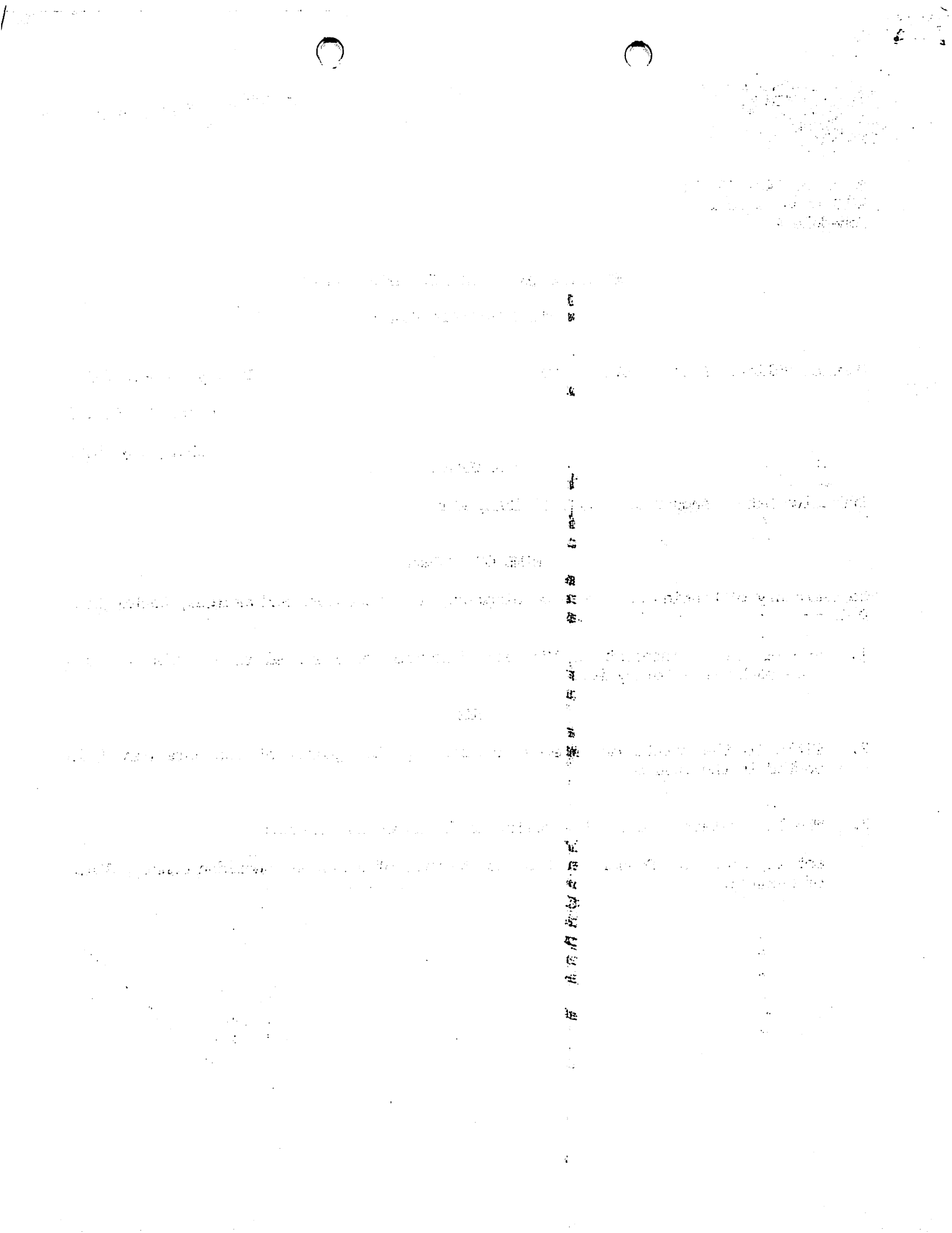
The Secretary of Housing and Urban Development, his successors and assigns, Washington, D.C.

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

FEE

2. Title to the estate or interest covered by this policy at the date hereof is vested in the insured.
3. The land referred to in this policy is described as follows:

Lot 11, Block 46, Downer Addition to the City of Sheridan, Sheridan County, State of Wyoming.





Form No. 1402 (6/87) - WY
ALTA Owner's Policy

SCHEDULE B

Policy No.:3-7526FA-O

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
7. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

TAXES FOR THE YEAR 1991 AND SUBSEQUENT YEARS.

8. (a) unpatented mining claims; (b) reservations of exceptions in patents or in acts authorization the issuance thereof, including reservation in Patent from the United States of America to George W. Downer, dated November 29, 1890, recorded January 31, 1891, in Book C of Deeds, Page 74, noted therein in the following words: "subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes; and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public record.

First American Title Insurance Company

CASPER, WYOMING

ENDORSEMENT

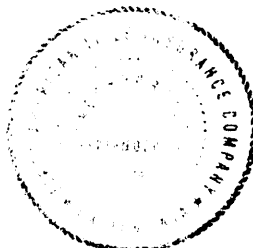
Premium \$ NA Attached to and forming a part of Policy No. 7231FG-0
Date of Endorsement: April 8, 1991

The Company hereby assures the Assured that, subsequent to the date of the Guarantee issued under the above number, no matters are shown by the public records which would affect the assurances in said Guarantee other than the following:

NONE

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

WILCOX ABSTRACT & TITLE
GUARANTEE AGENCY, INC.
P. O. BOX 6034
SHERIDAN, WY 82801



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Baerke* SECRETARY

TG Guarantee Form No. 1

By _____
AUTHORIZED AGENT OR VALIDATING OFFICER



STATEMENT

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

McNIFF & PATTON
JOHN PATTON
BOX 945
CHEYENNE WY 82003

NO. 16871
Date: 02/04/91 Time: 3:59pm
Re: SPANGLER/FNMA % PATTON

LEGAL RE: DOWNER ADDITION BLK 46, LOT 11

FORECLOSURE GUARANTY POLICY	48,914.39	301.00
CREDIT FOR PRIOR POLICY		60.20-

BALANCE DUE \$ 240.80

THANK YOU FOR YOUR BUSINESS!

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

ACCOUNT: 000008

INVOICE NO. 16871 Date of Payment _____

Commitment for: SPANGLER/FNMA % PATTON

Payment of \$ _____ is enclosed

FORECLOSURE GUARANTEE

Liability \$48,914.39

Policy No. 7231FG-0

Fee \$ 240.80

Your Ref. 16871

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

First American Title Insurance Company

a corporation, herein called the Company

GUARANTEES

FEDERAL NATIONAL MORTGAGE ASSOCIATION

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

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

Dated: February 4, 1991

Issuing Agent:



First American Title Insurance Company

BY

A handwritten signature in dark ink, appearing to read "J. Kennedy", written over a horizontal line.

PRESIDENT

ATTEST

A handwritten signature in dark ink, appearing to read "William C. Zaenke", written over a horizontal line.

SECRETARY

Authorized Signature

06902

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": The land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of This Guarantee

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss — Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or

in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability — Payment of Loss

- (a) The liability of the Company under this Guarantee 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 such liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 421 S. Center St., Casper, WY 82601-2825, or to the office which issued this Guarantee.



Foreclosure Guarantee (5/87)

Policy No. 3-7231FG-O-FG

SCHEDULE A

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

Terry L. Spangler and April A. Spangler
721 Harrison, Sheridan, Wyoming 82801

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

FEE

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

Lot Eleven (11) in Block Forty-six (46) of Downer Addition to the City of Sheridan, County of Sheridan, State of Wyoming.



Foreclosure Guarantee (5/87)

Policy No. 3-7231FG-O-FG

SCHEDULE B

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

PART ONE:

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

TAXES FOR THE YEAR 1991 AND SUBSEQUENT YEARS.

NOTE: Tax Roll #9804 for year 1990 appears to be paid in amount of \$275.62.

PART TWO: Subject to the following Mortgages, Liens, and Monetary Encumbrances of record, if any:

8. A Mortgage entitled to secure an indebtedness in the original principal sum of \$57,100.00 and any other amounts and/or obligations secured thereby, recorded June 9, 1978 in Book 169 of Mortgages, Page 381
Dated: June 8, 1978
Mortgagor: Terry L. Spangler and April A. Spangler, husband and wife
Mortgagee: Commercial Mortgage Corporation

Said Mortgage assigned to First Wyoming Bank by instrument recorded July 26, 1978 in Book 171 of Mortgages, Page 48.



Said Mortgage assigned to Federal National Mortgage Association by instrument recorded July 26, 1978 in Book 171 of Mortgages, Page 49.

9. Federal Tax Lien against Terry L. Spangler and April Spangler, dated February 12, 1990, recorded in the amount of \$6,283.13 on February 20, 1990 as Instrument No. 50312, Records of Sheridan County, Wyoming.



Policy No. 3-7231FG-O-FG

INFORMATION FOR INSURED

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

Terry L. Spangler and April A. Spangler

2. The names of persons, other than those listed in 1 above, who appear to have acquired an interest in record affecting the title to the herein described property are:
3. Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto which contain certain notice requirements regarding the sale of land under a deed of trust if the owner is entitled to the benefits of said act.
4. Attention is called to the Federal Tax Lien Act of 1966, which among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his delegates as a requirement for the discharge or divestment of a Federal Tax Lien in a non-judicial sale, and established with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.
5. The Company assumes no liability for loss or damage by reason of defects, liens, encumbrances, adverse claims, or other matters: (a) not known by the Company and not shown by the public records, (b) or attaching subsequent to the effective date of this Guarantee.

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 20.00
Risk Rate 15.00

Amount of Insurance: \$ 57,100.00

Policy No. 3-1519-M

Date of Policy: JUNE 9, 1978 at 5:00 o'clock P.M.

1. Name of Insured: COMMERCIAL MORTGAGE CORPORATION

C

2. The estate or interest referred to herein is at Date of Policy vested in:

TERRY L. SPANGLER AND APRIL A. SPANGLER
HUSBAND AND WIFE

O

3. The estate or interest in the land described in Schedule C and which is encumbered by the insured mortgage is:

FEE SIMPLE

P

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage executed by Terry L. Spangler and April A. Spangler, husband and wife in favor of Commercial Mortgage Corporation dated June 8, 1978, recorded June 9, 1978 in Book 169 of Mortgages, Page 381, given to secure \$57,100.00.

Y

SCHEDULE B

Part I

This policy does not insure against loss or damage 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.
Taxes for the year 1978 and subsequent years.
2. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
3. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
4. Encroachments that may exist or occur by virtue of common walls effected by their being no common wall agreement or covenants existing between owners of improvements on subject property.
5. NOTICE #456 recorded May 25, 1978 in Book 230 of Deeds, Page 456 pursuant to Section 37-12-302 of the Wyoming Statutes notice stating that Montana-Dakota Utilities Co., has underground gas and electric facilities in certain lands in Sheridan County, Wyoming which includes the lands herein described and further information may be obtained as to specific location by contacting MDU at 307-674-4454.

SCHEDULE C

The land referred to in this policy is situated in the State of
County of SHERIDAN

WYOMING

and is described as follows:

C
LOT 11, BLOCK 46, DOWNER ADDITION
TO THE CITY OF SHERIDAN, SHERIDAN
COUNTY, WYOMING.
O
P
Y

SCHEDULE B

Part II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule C is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

NONE

SEE TG 100 AND TG 116 ATTACHED HERETO AND MADE A PART HEREOF

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 244.00
Risk Rate 212.20

Amount of Insurance: \$ 59,000.00

Policy No. 3-1519-0

Date of Policy: JUNE 9, 1978 at 5:00 o'clock P.M.

1. Name of Insured: TERRY L. SPANGLER AND APRIL A. SPANGLER

2. The estate or interest referred to herein is at Date of Policy vested in:

THE INSURED

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

FEE SIMPLE

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

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.
Taxes for the year 1978 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 said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 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. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

7. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
8. **C** Encroachments that may exist or occur by virtue of common walls, effected by their being no common wall agreement or covenants existing between owners of improvements on subject property.
9. Notice #456 recorded May 25, 1978 in Book 230 of Deeds, Page 456 pursuant to Section 37-12-302 of the Wyoming Statutes notice stating that Montana-Dakota Utilities Co., has underground gas and electric facilities in certain lands in Sheridan County, Wyoming which includes the lands herein described and further information may be obtained by contacting MDU at 307-674-4454.
10. Mortgage executed by Terry L. Spangler and April A. Spangler, husband and wife in favor of Commercial Mortgage Corporation dated June 8, 1978, recorded June 9, 1978 in Book 169 of Mortgages, Page 381, given to secure \$57,100.00.

SCHEDULE C

The land referred to in this policy is situated in the State of
County of **SHERIDAN**

WYOMING

and is described as follows:

**LOT 11, BLOCK 46, DOWNER ADDITION
TO THE CITY OF SHERIDAN, SHERIDAN
COUNTY, WYOMING.**

The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING

INDORSEMENT

Risk Rate Premium \$15.00

Attached to and forming a part of Policy No. 3-1519-M

Effective Date JUNE 9, 1978 at 5:00 o'clock P.M.

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

a residential structure

known as

1792 and 1798
Yonkee Ave.

or

L. 11 Bk 46 Downer Adn.

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

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

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

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

WILCOX ABSTRACT COMPANY
BOX 6004
HERIDAN, WYOMING
82801

THE TITLE GUARANTY COMPANY OF WYOMING, INC.



Ray. Hill Jr.

PRESIDENT

Attest:

Walter Coffman Jr.

SECRETARY

By _____
AUTHORIZED AGENT OR VALIDATING OFFICER

ISSUING OFFICE COPY

8/72
FORM TG 116

The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING

INDORSEMENT

Risk Rate Premium \$ 15.00

Attached to and forming a part of Policy No. 3-1519-M

Effective Date JUNE 9, 1978 at 5:00 o'clock P.M.

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

1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) That there are no present violations on said land of any enforceable covenants, conditions, or restrictions;
 - (c) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures, or improvements located on adjoining lands.
2. (a) Any future violations on said land of any covenants, conditions, or restrictions occurring prior to acquisition of title to said estate or interest by the Insured, provided such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or result in loss or impairment of the title to said estate or interest if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage;
- (b) Unmarketability of the title to said estate or interest by reason of any violations on said land, occurring prior to acquisition of title to said estate or interest by the Insured, of any covenants, conditions, or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
 - (a) which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
 - (b) resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

Wherever in this indorsement any or all of the words "covenants, 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. The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulation thereof to pay.

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

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

WILCOX ABSTRACT COMPANY
BOX 6004
SHERIDAN, WYOMING
82801



Roy. Hill Jr.

PRESIDENT

Attest:

Walter Coffman Jr.

SECRETARY

TG FORM 100
REV. 1/70
8/72

By _____
AUTHORIZED AGENT OR VALIDATING OFFICER

ISSUING OFFICE COPY.

The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING

INDORSEMENT

Risk Rate Premium \$ 15.00

Attached to and forming a part of Policy No. 3-1519-M

Effective Date JULY 26, 1978 at 5:00 o'clock P.M.

Terry Spangler
Lot 11, Block 46 Downer

The insured under Schedule "A" of the above numbered Policy is hereby amended to read:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Schedule "A" of the above numbered Policy is hereby amended to include the following assignments of Mortgages:

Mortgage executed by Terry L. Spangler and April A. Spangler husband and wife in favor of Commercial Mortgage Corporation dated June 8, 1978, recorded June 9, 1978 in Book 169 of Mortgages, Page 381, Assigned to First Wyoming Bank N.A. Cheyenne in instrument recorded July 26, 1978 in Book 171 of Mortgages, Page 48 and subsequently assigned to Federal National Mortgage Association recorded July 26, 1978 in Book 171 of Mortgages, Page 49.

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

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

THE TITLE GUARANTY COMPANY OF WYOMING, INC.

WILCOX ABSTRACT COMPANY
BOX 6004
SHERIDAN, WYOMING
82801



Roy F. Hill Jr.

PRESIDENT

Attest:

Walter Coffman Jr.

SECRETARY

By _____
AUTHORIZED AGENT OR VALIDATING OFFICER

ISSUING OFFICE COPY

TG FORM 99 IND.

FINAL AFFIDAVIT AND AGREEMENT
(Individual)

STATE OF WYOMING }
COUNTY OF NATRONA } ss

_____ of lawful age, being first duly sworn on oath deposes and says:

1. That the undersigned, and the General Contractor, for the purposes of inducing the Title Guaranty Company of Wyoming, Inc., to issue an ATA mortgage policy in connection with the hereinafter described property, do hereby make the following representations, covenants and agreements to The Title Guaranty Company of Wyoming, Inc., with full knowledge that said company shall rely thereon.
2. That all persons, firms and corporations including the general contractor and all subcontractors who have furnished services, labor or materials, according to the plans and specifications or otherwise, used in the construction of improvements on the real estate hereinafter described, have been paid in full, and that such work has been fully completed and accepted by the owner, and that no liens of any nature whatsoever have now, or will in the future attach to said real estate.
3. That no claims have been made to the undersigned, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and that no chattel mortgages or conditional sales contract have been made, or are now outstanding as to any materials, appliances, fixtures, or furnishings, placed upon or installed in said premises.
4. The undersigned and the general contractor covenants, agree and guarantee to hold each and every party making a loan on said real estate as improved, and his or its successors and assigns, and also to hold The Title Guaranty Company of Wyoming, Inc., either by reason of the fact that it has issued a policy of title insurance or acted as escrowee, harmless against any lien, claim or suit by or against the general contractor, subcontractor, mechanic, laborer or materialman and against any chattel mortgage or conditional sales contract in connection with the construction of the improvements on said real estate by the undersigned.

The real estate and improvements referred to herein are described as follows, to-wit:

By _____

State of
County of

The foregoing instrument was acknowledged before me by
....., this..... day of....., 19.....

Witness my hand and official seal.

.....
Title of Officer
My Commission Expires:
(SEE REVERSE FOR CORPORATION FORM)

FINAL AFFIDAVIT AND AGREEMENT
(Corporation)

STATE OF WYOMING

COUNTY OF NATRONA

ss

ALTON R. COULTER

of lawful age, being first duly sworn on oath deposes and says:

1. That he is the PRESIDENT of COULTER CONSTRUCTION, INC. a corporation herein designated "General Contractor", and that he is duly authorized by said corporation to make this affidavit, for any and all purposes herein contemplated or intended.
2. That the undersigned, and the General Contractor, for the purposes of inducing The Title Guaranty Company of Wyoming, Inc., to issue an ATA mortgage policy in connection with the hereinafter described property, do hereby make the following representations, covenants and agreements to The Title Guaranty Company of Wyoming, Inc., with full knowledge that said company shall reply thereon.
3. That all persons, firms and corporations including the general contractor and all subcontractors who have furnished services, labor or materials, according to the plans and specifications or otherwise, used in the construction of improvements on the real estate hereinafter described, have been paid in full, and that such work has been fully completed and accepted by the owner, and that no liens of any nature whatsoever have now, or will in the future attach to said real estate.
4. That no claims have been made to the undersigned, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and that no chattel mortgages or conditional sales contract have been made, or are now outstanding as to any materials, appliances, fixtures, or furnishings, placed upon or installed in said premises.
5. The undersigned and the general contractor covenants, agree and guarantee to hold each and every party making a loan on said real estate as improved, and his or its successors and assigns, and also to hold The Title Guaranty Company of Wyoming, Inc., either by reason of the fact that it has issued a policy of title insurance or acted as escrowee, harmless against any lien, claim or suit by or against the general contractor, subcontractor, mechanic, laborer or materialman, and against any chattel mortgage or conditional sales contract in connection with the construction of the improvements on said real estate by the undersigned.

The real estate and improvements referred to herein are described as follows, to-wit:

Lot 11 of Block 46, Downer Addition, City of Sheridan
Sheridan County, Wyoming.

Attest:

COULTER CONSTRUCTION, INC.

Secretary *Daryl L. Coulter*

By *Alton R. Coulter*

State of Wyoming

County of Sheridan

The foregoing instrument was acknowledged before me by Alton R. Coulter and Daryl L. Coulter

....., this 8th day of June, 19 78..

Witness my hand and official seal.

April A. Spangler
PRESIDENT

Title of Officer

My Commission Expires: 9/21/81