

LAW OFFICES  
**LONABAUGH AND RIGGS**  
 SUITE 110, 60 EAST LOUCKS STREET  
 DRAWER 5069  
 SHERIDAN, WYOMING 82801  
 (307) 672-7444

E. E. LONABAUGH  
 DAN B. RIGGS  
 JEFFREY J. GONDA  
 ROBERT G. BERGER  
 E. MICHAEL WEBER  
 ROBERT W. BROWN  
 HAULTAIN E. CORBETT

July 9, 1985

E. E. LONABAUGH  
 (1861-1938)  
 A. W. LONABAUGH  
 (1896-1971)

Wilcox Abstract and Title Company  
 P. O. Box 6004  
 Sheridan, Wyoming 82801

ATTENTION: Mr. William L. Jones, Manager

RE: Lot 4B, Horizon Estates  
 Replat of Lot 4 (~~Tract 4~~)  
 Horseshoe Est ~~Horizon Estates~~ First Addition  
 Sheridan County, Wyoming

Dear Jonesey:

We have secured the Sheriff's Deed concerning the above matter and we are ready to close the sale of Lot 4B to Mr. and Mrs. Gregory A. Humphrey of Bloomfield Hills, Michigan.

We are not exactly sure when the matter will be closed, but assume that the Humphreys won't have to be here, if they don't want to be.

Awaiting your commitment in the above matter, we remain

Sincerely yours,

LONABAUGH AND RIGGS

*E. E. Lonabaugh*

By: E. E. Lonabaugh

EEL:rk

cc: Mr. and Mrs. Gregory A. Humphrey

RECORDED AUGUST 1, 1985 BK 295 PG 133 NO. 936430 MARGARET LEWIS, COUNTY CLERK

**WARRANTY DEED**

I, ROBERT H. WHYARD, and MELODY A. WHYARD, my wife,

grantor S., of Sheridan County, and State  
 of Wyoming, for and in consideration of Ten Dollars and other good and  
valuable consideration ----- 10 DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO GREGORY A. HUMPHREY  
and SHARON K. HUMPHREY, Husband and Wife, as an estate by the entirety,  
with right of survivorship,

grantee S., whose address is 2625 Hickory Court, Bloomfield, Michigan 48013

the following described real estate, situate in Sheridan County and State  
 of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 4B, Horizon Estates, a Replat of  
 Lot 4, Horseshoe Estates First Addition,  
 Sheridan County, Wyoming.

Subject to all easements, covenants,  
 restrictions, reservations and ex-  
 ceptions of record.

WITNESS our hand s this 1st day of August, 19 85.

Robert H. Whyard  
 (Robert H. Whyard)

Melody A. Whyard  
 (Melody A. Whyard)

State of Wyoming }  
 County of Sheridan } ss.

The foregoing instrument was acknowledged before me by Robert H. Whyard and  
Melody A. Whyard, his Wife,

this 1st day of August, 19 85.

Witness my hand and official seal.



Keith Johnson  
 Signature  
 NOTARY PUBLIC  
 Title of Officer

My Commission Expires: 6-25-89

# *The Title Guaranty Company of Wyoming, Inc.*

CASPER, WYOMING  
TITLE INSURANCE POLICY

Form of Policy: ALTA Owners Policy - Wyo

Policy No. 3-4995-0

Amount \$ 27,500.00

## SCHEDULE A

Effective Date AUGUST 1, 1985 AT 5:00 P.M.

Charges \$ 106.40

## NAME OF INSURED

GREGORY A. HUMPHREY AND SHARON K. HUMPHREY

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 4B, HORIZON ESTATES, REPLAT OF  
LOT 4, HORSESHOE ESTATES FIRST ADDITION,  
SHERIDAN COUNTY, WYOMING

**SCHEDULE B**

This Policy does not insure against loss or damage 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. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral 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 1985 and subsequent years.

8. Covenants, conditions and restrictions as contained in Declaration of Protective Covenants recorded April 2, 1979 in Book 239 of Deeds, Page 69, but deleting restrictions, if any, based on race, color, religion or national origin. Also, conditions as noted on Plat recorded April 2, 1979 in Book 1 of Plats, Page 258.
9. Easement and right of way of 7.5 feet and 15 feet on each side of the lots reserved for utility and incidental purposes as set forth on Plat recorded April 2, 1979 in Book 1 of Plats, Page 258 and Book 1 of Plats, Page 289.
10. Easement as granted to The United States of America for use of a telephone line and incidental purposes as set forth in instrument recorded August 21, 1939 in Book 46 of Deeds, Page 182.

# The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING

## INDORSEMENT

*This additional coverage is provided at no additional charge.*

Attached to and forming a part of Policy No. 3-4995-0

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

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  
P.O. BOX 6004  
SHERIDAN, WYOMING 82801

THE TITLE GUARANTY COMPANY OF WYOMING, INC.



*Ray P. Hill Jr.*  
PRESIDENT

Attest:

*Robert M. Hill*  
ASSISTANT SECRETARY

By \_\_\_\_\_  
AUTHORIZED AGENT OR VALIDATING OFFICER

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.

# The Title Guaranty Company of Wyoming, Inc.

CASPER, WYOMING

## INDORSEMENT Amending Policy

Risk Rate Premium \$ NONE

Attached to and forming a part of Policy No. 3-4995-0

Effective Date AUGUST 1, 1985 AT 5:00 P.M.

The policy is hereby amended by deleting from the Schedule of Exclusions From Coverage paragraphs 1 and 2 and substituting in lieu thereof the following:

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.
  - (b) Any law, ordinance or governmental regulation relating to environmental protection.
  - (c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.
  - (d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy, binder or commitment unless otherwise expressly stated.

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  
P.O. BOX 6004  
SHERIDAN, WYOMING 82801

THE TITLE GUARANTY COMPANY OF WYOMING, INC.



*Roy P. Hill Jr.*

PRESIDENT

Attest:

*Robert M. Hill*

ASSISTANT SECRETARY

By \_\_\_\_\_  
AUTHORIZED AGENT OR VALIDATING OFFICER

Amendments to Exclusions 1 and 2 to ALTA Policy - 1970 (REV. 10/17/70 and 10/17/84)