

### **ESTOPPEL AFFIDAVIT**

THE UNDERSIGNED, Milo Whitehead and Lynette Whitehead ("Grantor"), hereby make the following agreements and representations to KW Capital, Ltd. ("Grantee"):

1. Milo Whitehead and Lynette Whitehead, on this date, executed a WARRANTY DEED IN LIEU OF FORECLOSURE to Grantec, which deed is an absolute conveyance of all right, title and interest, together with any equitable statutory rights of redemption, conveying the following described real property:

Lot 16A, 1405 Subdivision, a subdivision in the City of Sheridan, Sheridan County, Wyoming, as recorded in Book F of Plats, Page 29.

2. The consideration for this conveyance is the full satisfaction of the following described mortgage:

Mortgage between Milo Whitehead and Lynette Whitehead in favor of KW Capital, Ltd., Mortgagee, dated effective July 1, 2022 and recorded January 26, 2023 as Document Number 2023-783705, in the Records of the Clerk of Sheridan County, Wyoming in the amount of \$70,000.00.

3. The Grantor acknowledges that he has been informed by Grantee that the indebtedness secured by said Mortgage has become past due and all indebtedness would then become due and owing, and the Grantor is obligated to Grantee for the payment of said indebtedness by allowing the real property to be collateralized under Note by Grantor as Borrower and that as a result of such default, the Grantee is or would be entitled to foreclose said Mortgage.

4. That the parties hereto have entered into an Agreement with the Grantor and Grantee and Borrower and under said Agreement, the Deed in Lieu is being executed in exchange for a full release of the indebtedness and obligations under the Note and Mortgage and this is a full release with all rights being transferred to KW Capital, Ltd.

5. Grantor understands that the Warranty Deed in Lieu of Foreclosure and this Affidavit are effective and binding only when accepted and recorded by Grantee and once accepted and recorded by Grantee shall constitute the part of the consideration of foregoing the foreclosure sale.



2023-783941 2/8/2023 1:12 PM PAGE: 2 OF 3  
FEES: \$18.00 PK ESTOPPEL AFFIDAVIT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

6. This agreement shall be binding upon the parties hereto, their respective heirs, devisees, legatees, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this document this 3 day of February, 2023.

Milo Whitehead

Lynette Whitehead

STATE OF WYOMING     )  
                                  )ss.  
COUNTY OF SHERIDAN   )

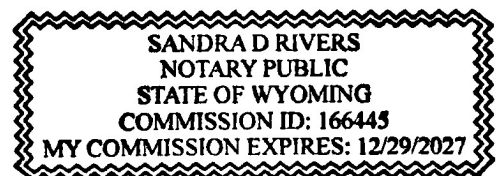
The foregoing document was acknowledged before me by Milo Whitehead, on this 3 day of February, 2023.

WITNESS my hand and official seal.

  
NOTARY PUBLIC

My Commission Expires: 12-29-2027

STATE OF WYOMING     )  
                                  )ss.  
COUNTY OF SHERIDAN   )

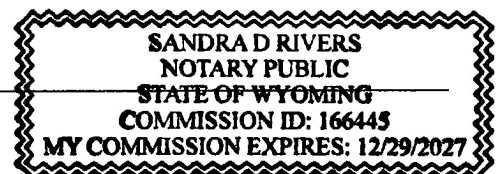


3 The foregoing document was acknowledged before me by Lynette Whitehead, on this day of February, 2023.

WITNESS my hand and official seal.

  
NOTARY PUBLIC

My Commission Expires:  
12-29-2027





2023-783941 2/8/2023 1:12 PM PAGE: 3 OF 3  
FEES: \$18.00 PK ESTOPPEL AFFIDAVIT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

By signing below, KW Capital Ltd. hereby agrees to the terms of the Agreement and this Affidavit and the recording of the Warranty Deed in Lieu of Foreclosure.

KW CAPITAL LTD.

By: Eric Whitehead  
Its: Manager

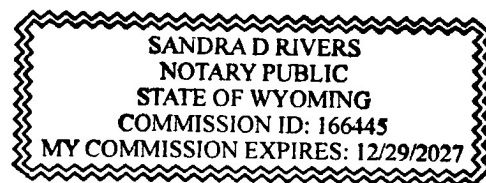
STATE OF WYOMING     )  
                                  )ss.  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me by Eric Whitehead as Manager of KW Capital, Ltd., on this 3 day of February, 2023.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:  
12-29-2027



**NO. 2023-783941 ESTOPPEL AFFIDAVIT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
CHAPMAN VALDEZ & LANSING PO BOX 2710  
125 WEST 2ND STREET CASPER WY 82602