



1014 Rumsey Avenue - Cody, Wyoming 82414 (307) 587-4926 e-mail: ptitledocs@wavecom.net

To be delivered to: Musser Sales
Attn: Harold Musser

Property: Lots 1, 2, 3 and 4, Feyhl Addition

Buyer/Borrower:

Seller/Owner: Feyhl

The attached is either a Preliminary Report in which no billing is required or is an amended and/or updated Commitment where the billing amounts have not changed from the original billing.

**Park County Title - In House
SCHEDULE A**

Order Number: **20100119**

1. Effective Date: **03/01/2010 04:05:00 PM**

2. Policy or Policies to be issued:

a. Owner's Policy **(06/17/06)**

Amount:
Premium:

Proposed Insured:

b. Loan Policy **(06/17/06)**

Amount:
Premium:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple**, excepting from such estate or interest, any right, title or interest in and to any oil, gas, minerals and mineral rights, together with any rights associated therewith for which no search and examination has been made of the public records, and title thereto is, at the effective date hereof, vested in:

SCOTT D. FEYHL and SANDRA J. FEYHL, husband and wife, as tenants by the entireties, with right of survivorship, not as tenants in common

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

Lots 1, 2, 3 and 4, FEYHL ADDITION, as located in Book "J" of plats, Page 159, according to the records of the County Clerk and Recorder of Park County, State of Wyoming.

Park County Title - In House

**SCHEDULE B
PART I & II**

Order Number: **20100119**

REQUIREMENTS

The following requirements must be met:

Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

Pay us the premiums, fees, and charges for the Policy.

Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered, and recorded.

1. **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. Title Company may then make additional requirements or exceptions.**
2. **ATTENTION! THIS IS A PRELIMINARY REPORT AND NOT INTENDED TO BE AN OBLIGATION TO INSURE. Although there may be requirements listed at this time, additional or alternate requirements and/or exceptions may be reflected when a commitment is issued. This report is issued for informational purposes only.**

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless any of these exceptions are disposed of to the satisfaction of the Company:

Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

Unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) any right, title, or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.

Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Any adverse claim based upon the assertion that: (a) some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) the boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) the land is subject to water rights, claims, or title to water, and to any law or governmental regulation pertaining to wetlands.

Park County Title - In House

SCHEDULE B
PART I & II

Order Number: 20100119

1. GENERAL TAXES:

Year: 2009

Total amount billed: \$253.38

Amount paid: First half

Balance due: Second half

Tax I.D.: #11-05094000001001

Parcel: #R0028804 (as to Lot 1)

Total amount billed: \$253.31

Amount paid: First half

Balance due: Second half

Tax I.D.: #11-05094000002001

Parcel: #R0028805 (as to Lot 2)

Total amount billed: \$262.80

Amount paid: First half

Balance due: Second half

Tax I.D.: #11-05094000003001

Parcel: #R0028806 (as to Lot 3)

Total amount billed: \$253.58

Amount paid: First half

Balance due: Second half

Tax I.D.: #11-05094000004001

Parcel: #R0028807 (as to Lot 4)

*NOTE: The first installment (half) is due and payable September 1 and delinquent November 10.
The second installment (half) is due and payable March 1 of the following year and delinquent May 10.*

2. SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE FOLLOWING IRRIGATION DISTRICT and is subject to liability for future assessments by the Irrigation District.

Year: 2009

Irrigation District: Cody Canal

Total amount billed: \$95.00

Amount paid: First half

Balance due: Second half

Tax I.D.: #11-49200000002759

Parcel: #R0029331

NOTE: If subject property is within a private water association, check with the Association Water Master for individual charges.

*NOTE: The first installment (half) is due and payable September 1 and delinquent November 10.
The second installment (half) is due and payable March 1 of the following year and delinquent May 10.*

3. RESTRICTIONS, CONDITIONS AND COVENANTS, containing no forfeiture or reverter clause, but deleting restrictions, if any, based on race, color, religion or national origin, and the terms and conditions thereof:

Imposed by instrument: Plat

Book "J" Page 159

4. SUBJECT TO TERMS AND CONDITIONS AS CONTAINED IN PATENT recorded October 10, 1903 in Big Horn Book 1, Page 622.

Park County Title - In House

**SCHEDULE B
PART I & II**

Order Number: 20100119

5. **CERTIFICATE OF APPROPRIATION OF WATER** recorded August 17, 1919 in Book 45, Page 40.
6. **EASEMENTS AND/OR ITEMS SET FORTH IN PLAT** as filed in Book "J", Page 159.
7. **EASEMENT**, including the terms, covenants and provisions as may be contained therein, as granted/reserved by instrument:
Granted to: Illinois Pipe Line Company *
Recorded: August 6, 1927
Book 67 Page 558

*This easement has been assigned to various entities in the following instruments:
Book 111, Page 616; Book 244, Page 56; Book 254, Page 109; Book 321, Page 359;
Doc #2000-4972

*QUITCLAIM AND RELEASE OF RIGHT-OF-WAY AGREEMENT recorded July 6, 1982
in Book MF 73, Page 665

8. **MORTGAGE, AND THE TERMS AND CONDITIONS THEREOF:**
Mortgagor: Scott D. Feyhl and Sandra J. Feyhl
Mortgagee: First National Bank & Trust
Amount: \$111,326.50
Dated: June 23, 2008
Recorded: June 24, 2008
Doc #2008-4991
9. **MORTGAGE, AND THE TERMS AND CONDITIONS THEREOF:**
Mortgagor: Scott D. Feyhl and Sandra J. Feyhl, husband and wife, as tenants by the entireties
with right of survivorship and not as tenants in common
Mortgagee: First National Bank & Trust
Amount: \$111,326.50
Dated: May 28, 2009
Recorded: June 23, 2009
Doc #2009-5776