

## MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MEREDITH CANNON GROSHART and STEPHEN FRASER GROSHART, wife and husband, as tenants by the entireties, Mortgagors, to secure the payment of Two Hundred Fifty Thousand Dollars (\$250,000) plus interest due and payable, under the terms of an Promissory Note of even date herewith, do hereby mortgage to KIM D. CANNON, a single person, Mortgagee, whose address is P.O. Box 401, Big Horn, Wyoming 82833, the following described real estate situated in the County of Sheridan, State of Wyoming, to-wit;

E½NE½NW¼, Section 7, Township 54 North, Range 84 West, 6th P.M., excepting therefrom a two-acre parcel more particularly described as follows:

Beginning at a point on the Left Bank of the Colorado Colony Ditch, this point of beginning bears S 20°35'52" W a distance of 375.15 feet from the North ¼ Corner of said Section 7; thence along said Ditch Bank for the following courses and distances, S 2°06'58" W for a distance of 28.32 feet; thence S 15°44'56" W for a distance of 180.01 feet; thence S 2°30'04" W for a distance of 41.39 feet; thence S 27° 10'12" E for a distance of 96.58 feet; thence S 13°51'28" E for a distance of 51.88 feet; thence S 8°07'25" W for a distance of 117.19 feet; thence S 35°17'41" W for a distance of 49.60 feet; thence S 56°35'54" W for a distance of 25.00 feet; thence S 72°20'17" W for a distance of 129.12 feet; thence S 55°02'34" W for a distance of 21.22 feet; thence S 14°12'29" W for a distance of 30.38 feet; thence leaving said Ditch Bank on a bearing of West for a distance of 23.03 feet to a point in the centerline of a gravel drive; thence following the centerline of the gravel drive for the following bearings and distances; N 18°17'27" E for a distance of 58.26 feet; thence N 23°05'24" E for a distance of 92.47 feet; thence N 14°45'17" E for a distance of 36.36 feet to a point in the center of a gravel turn around; thence leaving said gravel drive, on a bearing of North for a distance of 454.70 feet; thence East for a distance of 168.37 feet to the point of beginning.

TOGETHER with all improvements and appurtenances situate thereon.

SUBJECT to all encumbrances, mortgages, liens, exceptions, reservations, rights-ofway, easements, covenants, restrictions and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

FEES: \$15.00 SM MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

The Mortgagors agree to pay the indebtedness hereby secured on or before July 1, 2021. Prior to that date, the Mortgagee shall pay all taxes and assessments on said premises and keep the buildings thereon insured in a sum not less than Seven Hundred Thousand Dollars (\$700,000) during the life of this Mortgage, in favor of and payable to the Mortgagee.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the Mortgagee and her legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale they shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable attorney's fee.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 5<sup>th</sup> day of November, 2020.

STEPHÉN FRASER GROSHART

STATE OF Colorado County of Denver

The foregoing instrument was acknowledged before me this 5 2020, by Meredith Cannon Groshart and Stephen Fraser Groshart, wife and husband.

WITNESS my hand and official seal.

My Commission Expires:

JESSICA SCHMIDT