**2012-698666** 8/20/2012 1:30 PM PAGE: **1** OF BOOK: 832 PAGE: 597 FEES: \$17.00 SM MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

After Recording Return To: First Federal Savings Bank 46 West Brundage Street Sheridan, WY 82801 Annie Magera

[Space Above This Line For Recording Data]
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## **DEFINITIONS**

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Master Form, and in Sections 3, 11, 13, 18, 20 and 21 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Master Form.

"Master Form" means that certain Master Form Mortgage recorded in the Office of the Recorder on August 29, 2007 at 11:25 AM, in Book 29, at Page(s) 0402, Notice No. 585264 for land situate in the County of Sheridan, Wyoming.

[Name of Recording Jurisdiction]

- (A) "Security Instrument" means this document, which is dated August 15, 2012, together with all Riders to this document.
- (B) "Borrower" is The Maertens Family Trust as Amended and Restated dated March 9, 2006, Steven R. Maertens, Trustee. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is First Federal Savings Bank. Lender is a Federal Savings Association Organized and existing under the laws of The United States of America. Lender's address is 46 West Brundage, P.O. Box 6007, Sheridan, WY 82801 Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated August 15, 2012. The Note states that Borrower owes Lender \$390,000.00 Dollars (U.S.) plus interest. Borrower has promised to pay this debt in regular Periodic Payments (as defined in the Master Form) and to pay the debt in full not later than September 1, 2027.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider	□ Condominium Rider □	Second Home Rider
Balloon Rider	Planned Unit Development Rider	Other(s) [specify]
1-4 Family Rider	Biweekly Payment Rider	

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Master Form.

TRANSFER OF RIGHTS IN THE PROPERTY

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This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of **Sheridan**:

[Name of Recording Jurisdiction]

See attached Exhibit "A"

which currently has the address of 66 Kruse Creek Rd, Sheridan, Wyoming 82801 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

## INCORPORATION OF MASTER FORM PROVISIONS

Paragraph (H) through and including paragraph (P) of the "Definitions" Section of the Master Form, and Section 1 through and including Section 24 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

The Maertens Family Trust as Amended and Restated dated March 9, 2006, Steven R. Maertens, Trustee.

Witnesses:	
Ster	en A. Maletten, Troops
,	Steven R Maertens, Trustee - Borrowe
	- Borrowe
[Space Below This Line For Acknowle	dgment]
State of Wyoming )	
)ss County of Sheridan )	
On this 15H day of August, 2012, be Maertens, to me personally known, who; being by me du	efore me personally appeared Steven R
Maertens, to me personally known, who; being by me du	ly sworn, did say that he/she is the
Trustee(s) of the The Maertens Family Trust as Amended	
this instrument was signed on behalf of the Trust, that the	•
terms of the written trust instrument, and that the Trustee	acknowledged the instrument to be the
free act and deed of the Trust.	

Witness my hand and official seal.

expires:

Notary Public My commission

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EXHIBIT A

A tract of land located in the W1/2NE1/4 of Section 11, T54N, R84W of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, being more particularly described as follows:

BEGINNING at a point, said point bears S00°15'51"W, 1311.32 feet from the N1/4 Corner of said section and also on the N-S centerline of said section; thence along the said N-S line S00°15'55"W, 1309.86 feet to a point, said point being the C1/4 of said section; thence N89°34'35"E, 1335.28 feet along the E-W centerline of said section to a point; thence N00°12'04"E, 1312.44 feet to a point; thence S89°27'53"W, 1333.84 feet to the POINT OF BEGINNING.

ALSO INCLUDING a 30 foot ingress and egress easement being 15 feet on each side of a centerline more particularly described as follows:

BEGINNING at a point which bears N89°21'10"E, 15.00 feet from the said N1/4 Corner of said section; thence S00°15'15"W, 1311.35 feet to the POINT OF TERMINUS.

Lengthening or shortening the side lines to intersect the property lines.