

Loan Number: 30163543

**HOMESTRETCH MORTGAGE**

**THIS MORTGAGE** is made this 19th day of January, 2017, between the Mortgagor, STANLEY R WEYMOUTH AND BRENDA L WEYMOUTH, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY (herein "Borrower"), and the Mortgagee, First Northern Bank of Wyoming (herein "Lender").  
PO Box 400, 141 S Main Street, Buffalo, WY 82834

**WHEREAS**, Borrower is indebted to Lender in the principal sum of U.S. \$ Ten Thousand Dollars (\$10,000.00), which indebtedness is evidenced by Borrower's HomeStretch Promissory Note dated the 19th day of January, 2017, (herein "Note"). To secure to Lender the repayment of the indebtedness evidenced by the Note payable in accordance herewith and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to the Lender the real property described as: (legal description)

Lot 6 in Block 4 of the Granville Addition to the City of Sheridan, Sheridan County, Wyoming.  
APN: 004725

2012 Papago Dr, Sheridan, Wyoming 82801  
Property Address City Zip

together with all buildings, fixtures or improvements built upon or attached to the property, all of which includes, replacements and additions thereto, and also including all appurtenances and other rights thereunto, and all rents, issues, and profits thereof, shall be deemed to be a part of the property covered by this Mortgage; and all of the foregoing, are herein referred to 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, that they are free from all encumbrances, except a superior first mortgage between Borrower and Lender of even date herewith and the Borrower promises to warrant and defend the title to the Property against all claims and demands, liens and encumbrances of any kind and nature. Further, Borrower warrants that there has been no construction or work upon the Property prior to the date of this mortgage or that lien waivers have been obtained waiving any liens with respect to such construction or work.

The Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal; Compliance.** Borrower shall promptly pay the principal indebtedness evidenced by the Note together with any other payments required thereunder or by this Mortgage upon sale or transfer of the Property to another party or if the outstanding loan secured by the first mortgage is refinanced. Provided, however that in any event, Borrower shall pay the entire amount of the principal indebtedness evidenced by the Note together with any other amounts payable thereunder or payable pursuant to the terms of this Mortgage on the 1st day of February, 2047,



which is thirty (30) years from the date of the Note and this Mortgage. Borrower shall otherwise comply with all the requirements and obligations set forth in the Note and this Mortgage.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied by Lender first to any amounts payable pursuant to this Mortgage and then to the principal of the Note.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Mortgage. In case Borrower defaults in the payment of taxes, assessments, water, or other governmental or municipal charges, or other lawful charges as herein provided, Lender may, without notice or demand pay the same and the same shall be secured as part of the lien on the Property and be secured by this Mortgage until paid. Borrower shall repay such sums so paid and all expenses incurred by Lender as a result of Lender's payment.
4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term "extended coverage", and in such amounts and for such periods as Lender may require, but in an amount no less than the amount of the Note and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried by companies authorized to do business in the State of Wyoming.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of, and in form acceptable, to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Unless lender otherwise elects in writing, insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any paid to Borrower. In event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. **Preservation and Maintenance of Property; Rents and Profits:** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. In case of default in any of the requirements stipulated in the Note securing this Mortgage or of this Mortgage, Borrower, as further security for this Mortgage and the Note secured thereby, hereby assigns, sets over, and conveys to Lender all rents, issues, and profits from the Property.
6. **Inspection.** Lender may make, or cause to be made, reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any

such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

7. **Condemnation.** In the event of total taking of the Property by way of condemnation, the proceeds received shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.
8. **Forbearance by Lender not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy.
9. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
10. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.
11. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower, provided for in this Mortgage, shall be given by mailing such notice by certified mail, return receipt requested, and (b) any notice to Lender shall be given by certified mail, return receipt requested. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
12. **Governing Law; Severability.** This mortgage shall be governed by the laws of Wyoming. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Note are declared to be severable.
13. **Transfer of the Property; Assumption.** In addition to the payment requirements of Paragraph 1, if all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may at Lender's option declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises its option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 11 hereof. Such notice shall provide a period of not less than ten (10) days from the date the debt is declared due for full



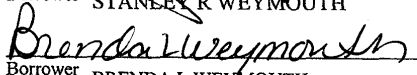
payment. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 14 hereof.

14. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, or of the Note that secures this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, and after notice, the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this mortgage by advertisement and sale of the Property according to Wyoming statutes governing mortgage foreclosures, with the power of sale being expressly given, and may exercise any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees. All remedies conferred on Lender by this Mortgage shall be cumulative, and none is exclusive.

15. **Waiver of Homestead.** Borrower hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming in the Property.

**IN WITNESS WHEREOF,** Borrower has executed this Mortgage.

  
 Borrower STANLEY R WEYMOUTH

  
 Borrower BRENDA L WEYMOUTH

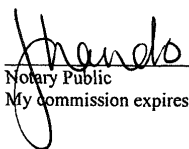
STATE OF WYOMING )

COUNTY OF Sheridan )ss  
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This instrument was acknowledged before me this 19th day of January, 2017  
 by STANLEY R WEYMOUTH AND BRENDA L WEYMOUTH.

WITNESS MY HAND AND OFFICIAL SEAL.



  
 Notary Public  
 My commission expires:

Loan Originator: Allen Morris

NMLSR ID: 1118392

Loan Originator Organization: First Northern Bank of Wyoming

NMLSR ID: 402576