



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given this ____ day of December, 2020. The Mortgagors are **Kelly Greenough and Marvin Robb**, whose address is of 18 Fox Den Road, Sheridan, WY 82801 ("Borrower"). This Security Instrument is given to **James W. Cosner, Successor Trustee of the Harry Cosner Trust UAD September 21, 2000** (the "Lender"), whose mailing address is 4 N. Sharptailed Road, Sheridan, Wyoming 82801. Borrower owes or will owe Lender the principal sum of Five Hundred Thirty-Five Thousand and 00/100 Dollars (\$535,000.00), or so much thereof as is advanced to the Borrower. This debt is evidenced by Borrower's Promissory Note dated the same date as this Security Instrument (which note, together with any renewal, extension, or modification thereof, shall be referred to herein as the "Note"), which provides that the full debt, if not paid earlier, will be due and payable on or before seven (7) years after the date of the Note. This Security Instrument secures to Lender: (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications including, but not limited to, that renewal, extension, and/or modification expressly contemplated by the parties as described herein; (b) all other indebtedness of the Borrower to the Lender which exists or may arise in the future for so long as this Security Instrument remains in effect; (c) the payment of all other sums, with interest, advanced hereunder to protect the security of this Security Instrument; (d) all costs and expenses (including but not limited to attorney's fees) reasonably incurred by the Lender as a consequence of the Borrower's default hereunder; and (e) the performance of Borrower's covenants and agreements under this Security Instrument, the Note and any other agreement between these parties. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with POWER OF SALE, the following described property located in Sheridan County, Wyoming, to wit:

Lot 11 of Wild Turkey Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Drawer W, Plat No. 36.

together with all improvements now or hereafter erected on the property, all construction materials, apparatus, equipment and appliances used in connection with the property whether or not attached or affixed to the property, and all easements, rights and appurtenances which shall be deemed to be and remain a part of the property covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Borrower COVENANTS that Borrower is or shall become lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.



1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for at least the fair market value thereof. All insurance shall be carried with companies reasonably acceptable to Lender, and shall include loss payable clauses in favor of Lender. Lender shall be a named insured on all such policies carried by Borrower and be given notice of any policy changes.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. All or any part of the insurance proceeds may be applied by Borrower, at Borrower's option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the payments which are next due or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the party or entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title, and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

3. Preservation and Maintenance of the Property. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, provided that Borrower may build on the Property or make structural changes to existing buildings. Lender may inspect the Property at all reasonable times. Lender may take reasonable action to protect and preserve the Property.

4. Compliance with Laws. Borrower shall (a) comply with all laws, rules, and regulations applicable to the Property and (b) cause all employees, agents, contractors, sub-contractors, and future lessees of Borrower, while such persons are acting within the scope of their relationship with Borrower, to comply with all such laws, rules, and regulations applicable to the Property.

5. Hazardous Substances Indemnification. BORROWER INDEMNIFIES AND HOLDS LENDER, AND THEIR, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, CHARGES,

ADMINISTRATIVE AND JUDICIAL PROCEEDINGS AND ORDERS, JUDGMENTS, REMEDIAL ACTIONS, REQUIREMENTS AND ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM (A) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER, OR FROM THE PROPERTY, (B) ANY ACTIVITY CARRIED ON OR OFF THE PROPERTY IN CONNECTION WITH THE HANDLING, TREATMENT, REMOVAL, STORAGE, DECONTAMINATION, CLEANUP, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES AT ANY TIME LOCATED OR PRESENT ON OR UNDER THE PROPERTY, (C) ANY RESIDUAL CONTAMINATION OF ANY HAZARDOUS SUBSTANCE ON OR UNDER THE PROPERTY, (D) ANY CONTAMINATION OF THE PROPERTY ARISING IN CONNECTION WITH THE GENERATION, USE, HANDLING, STORAGE, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE BY BORROWER OR ANY EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF BORROWER WHILE SUCH PERSONS ARE ACTING WITHIN THE SCOPE OF THEIR RELATIONSHIP WITH BORROWER, IRRESPECTIVE OF WHETHER ANY OF SUCH ACTIVITIES WERE OR WILL BE UNDERTAKEN IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF LAW, OR (E) THE PERFORMANCE AND ENFORCEMENT OF THIS SECURITY INSTRUMENT OR ANY OTHER ACT OR OMISSION IN CONNECTION WITH OR RELATED TO THIS SECURITY INSTRUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THE FOREGOING CLAUSES (A) THROUGH (E) SHALL NOT APPLY TO ANY CLAIM, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, CHARGE, PROCEEDING, ORDER, JUDGMENT, ACTION OR REQUIREMENT ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PERSON TO BE INDEMNIFIED. THE FOREGOING INDEMNITY SHALL SURVIVE SATISFACTION OF THE INDEBTEDNESS AND THE RELEASE OF THIS SECURITY INSTRUMENT.

"Hazardous Substances" shall mean flammables, explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, polychlorinated biphenyls (PCBs), petroleum, petroleum products, associated oil or natural gas exploration, production, and development wastes, or any substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or "toxic substances" under any law, rule, or regulation applicable to the Property

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all: (a) taxes and special assessments levied or to be levied against the Property; (b) leasehold payments or ground rents on the Property; (c)



governmental or municipal charges, fines and impositions; (d) improvement district charges; (e) subdivision fees and charges; (f) water district, irrigation district, or ditch company charges; (g) premiums for insurance required herein; and (h) other costs or charges which may affect the Property or the Lender's interest therein. Borrower shall pay these obligations on time directly to the entity which is owed the payment. At Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required pursuant to the Note, or if the Borrower fails to perform any other covenant and agreement contained in this Security Instrument or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation, or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of the Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument first to any delinquent amounts, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are next due or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the persons or entity legally entitled thereto.

8. Renewal, Extension and/or Modification. Nothing contained herein shall be construed so as to require the Borrower to request, or require the Lender to consent to, any renewal, extension, and/or modification of the debt secured hereby. In the event the Borrower and the Lender mutually agree to effect any renewal, extension, and/or modification of the Note, this Security Instrument shall continue in full force and effect, without interruption or impairment of priority, to secure all debts and obligations of the Borrower to the Lender until all such debts and obligations have been satisfied in full and completely and fully discharged.

9. Grounds for Acceleration of Debt. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) Borrower fails to pay in full any amount required to be paid by the Note or this Security Instrument when due; or
- (b) Borrower fails to perform any other obligation contained in: (i) the Note; (ii) this Security Instrument; or (iii) any other loan document or agreement between Borrower and Lender; or
- (c) Borrower breaches any warranty, covenant, or representation contained in: (i) the Note; (ii) this Security Instrument; or (iii) any other loan document or agreement between Borrower and Lender; or
- (d) All or part of the Property is sold, mortgaged, encumbered or otherwise transferred by the Borrower without approval of the Lender.

10. Remedies on Default. If the Borrower defaults hereon, the Lender may foreclose upon the Property by advertisement and sale or any other procedure permitted by applicable law. If the Lender does elect to foreclose upon the Property, the Lender may purchase the Property at any sale. The proceeds of sale shall be applied, first, to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title insurance; second, to all sums secured by this Security Instrument, and the excess, if any, to the person or persons legally entitled thereto. In the event proceedings be commenced for the foreclosure of this Security Instrument, either under the power of sale herein, or by judicial action, then the rents, issues and profits of the Property and appurtenances thereon from the time of default and during the period of redemption shall be held and applied to the payment of the indebtedness hereby secured, and the costs, attorney's fees and other disbursements made under the terms of this Security Instrument, and any court of competent jurisdiction, upon application by the Lender may appoint the Lender, its nominee, or any other suitable person as receiver of the Property and the rents, profits and issues thereof. Upon default, Lender may proceed, at its election, against part or all of the Property, at the same time or from time to time.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower shall not operate to release the liability of the Borrower, any codebtors, or Borrower's successor in interest. Lender shall not be required to commence proceedings against any codebtor or successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by Borrower, any codebtor, or Borrower's successors in interest. Any forbearance by Lender in

exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

13. Notices. Any notice to the Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail. If mailed, the notice shall be directed to the Borrower at 18 Fox Den Road, Sheridan, WY 82801, or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of Wyoming. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provisions. To this end the provision of this Security Instrument and the Note are declared to be severable.

15. Release. Upon payment of all sums secured by this Security Instrument, and upon demand by Borrower, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

16. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquish all rights of curtesy and dower in the Property.

[Signatures to follow]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument.

Kelly Greenough

M. Robb

Marvin Robb

STATE OF WYOMING)

: ss.

COUNTY OF SHERIDAN)

This Mortgage was acknowledged before me this ____ day of _____ 2020, by Kelly Greenough.

Given under my hand and notarial seal.

Notary Public

My Commission Expires: _____

^{ARIZONA}
STATE OF ~~WYOMING~~)

: ss.

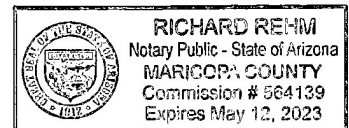
^{MARICOPA}
COUNTY OF ~~SHERIDAN~~)

This Mortgage was acknowledged before me this 14th day of December 2020, by Marvin Robb.

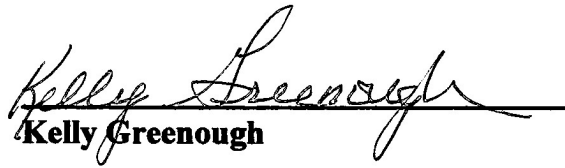
Given under my hand and notarial seal.

[Signature]
Notary Public

My Commission Expires: May 12 2023



BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument.


Kelly Greenough

Marvin Robb

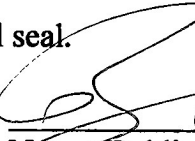
STATE OF WYOMING)

: ss.

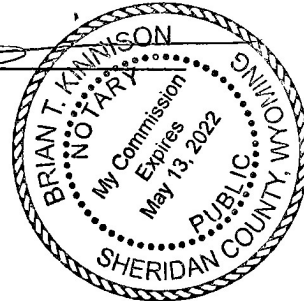
COUNTY OF SHERIDAN)

This Mortgage was acknowledged before me this 11th day of December 2020, by **Kelly Greenough**.

Given under my hand and notarial seal.


Notary Public

My Commission Expires: 5-7-22



STATE OF WYOMING)

: ss.

COUNTY OF SHERIDAN)

This Mortgage was acknowledged before me this ____ day of _____ 2020, by **Marvin Robb**.

Given under my hand and notarial seal.

Notary Public

My Commission Expires: _____