

After recording, mail document to:  
Thomas Redenbaugh  
4 Quail Ln  
Sheridan, WY 82801

State of Wyoming

Rev. 133C77C

## MORTGAGE DEED

This Mortgage Deed (this "Mortgage") is made as of this 23 day of February, 2021 (the "Effective Date") by and between Cody O'Dea, located at 465 Dunnuck St, Sheridan, WY 82801 (the "Borrower") and Thomas Redenbaugh, located at 4 Quail Ln, Sheridan, WY 82801 (the "Lender").

WHEREAS, the Borrower and the Lender entered into a Loan Agreement dated February 23, 2021 in the sum of \$175,000.00 (the "Principal Amount"), together with interest of 0% thereon computed on the outstanding balance (the "Note"); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the Lender its rights, title and interest to the property located at 67 Sherri View dr., Sheridan, WY 82801 and with the following legal description: \_\_\_\_\_ (the "Property").

lot 4 block 5 Sherri View Subdivision

NOW THEREFORE, in consideration of the loan for the Principal Amount plus interest made by the Lender to the Borrower, the Borrower and the Lender hereby agree as follows:

1. **Grant.** The Borrower hereby grants and conveys to the Lender all rights, title and interest to the Property, including all buildings, improvements and fixtures now and hereafter existing thereon, as security for the repayment of the Note and the performance of the covenants and agreements set forth in this Mortgage.
2. **Payment.** The Borrower promises to pay the Principal Amount and interest pursuant to the terms and conditions of the Note and this Mortgage, and any other reasonable charges or additional amounts set out in or secured by the Note and this Mortgage.
3. **Senior Mortgages.** No superior mortgage or the note secured by it will be modified without the consent of the Lender hereunder.

**4. Tax and Insurance.** If the holder of a senior mortgage does not establish a fund for the payment of insurance, property taxes, and any other such charges which may or may not become a lien against the Property, when they become due, the Borrower will be required to pay, in addition to and included with each periodic payment due under the Note secured by this Mortgage, a payment sufficient to provide a fund from which the same can be paid by the Lender when due.

**5. Rights of Lender.** In the event that Borrower fails to carry out the covenants and agreements set forth in this Mortgage, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the Property, and any amounts so paid shall be added to the Principal Amount due to the Lender hereunder.

**6. Acceleration upon Default.** In the event that any condition of this Mortgage shall be in default for more than sixty (60) days, the entire outstanding balance of the Principal Amount and any interest due thereon shall become immediately due and payable at the option of the Lender. The Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

**7. Security Interest.** This Mortgage is also security for all other direct and contingent liabilities of the Borrower to the Lender that are due or become due and whether now existing or hereafter contracted.

**8. Property Insurance.** The Borrower will keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the Lender requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to the Lender's approval.

**9. Repair and Maintenance.** The Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property. The Borrower shall maintain the Property and shall not allow the Property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible.

**10. Borrower Covenants.** The Borrower further covenants and warrants to the Lender that the Borrower is the legal owner of and has the right to grant and convey the Property and that the Property is free and clear of all encumbrances except for encumbrances of record.

**11. Assignment.** The Borrower may assign all or any portion of this Agreement with written notice to the Lender. The Lender shall not assign this Agreement, in whole or in part, without the written consent of the Borrower.

**12. No Waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights held under this Mortgage unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.

13. **Discharge.** Upon payment in full by the Borrower of the Note and all other instruments secured by this Mortgage, this Mortgage shall be terminated, and the Lender shall provide the Borrower the appropriate notice of termination.

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14. **Notices.** All notices must be in writing and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail to the address stated above.

15. **Severability.** If any provision of this Mortgage is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been in this Mortgage.

16. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wyoming, without giving effect to the conflict of laws principles thereof.

**SIGNATURES**

  
Borrower Signature

Cody O'Dea  
Borrower Name

  
Lender Signature

Thomas Redenbaugh  
Lender Name



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FEES: \$27.00 1H MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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ACKNOWLEDGEMENT OF NOTARY PUBLIC

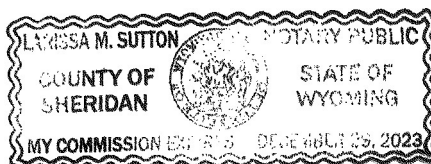
STATE OF Wyoming  
COUNTY OF Sheridan

On this day, personally appeared before me, Thomas Redenbaugh, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this day of Feb. 24, 2021

Lanissa M. Sutton  
Notary Public Signature

My commission expires on 12-29-2023



State of Wyoming

LSS 4/10/2019

## PROMISSORY NOTE

\$175,000.00

Dated: February 23, 2021

FOR VALUE RECEIVED, the undersigned, Cody O'Dea ("Borrower"), hereby promises to pay to the order of Thomas Redenbaugh ("Lender"), the principal sum of \$175,000.00 (the "Principal Amount") in accordance with the terms set forth below.

1. **Payment.** The Principal Amount together with all other charges, costs and expenses, is due and payable on February 22, 2022.

2. **Prepayment.** Borrower has the right to prepay all or any part of the Principal Amount of this Note at any time without prepayment penalty or premium of any kind.

3. **Costs and Fees.** Upon the occurrence of a default by Borrower, Borrower shall pay to Lender all costs of collection, including reasonable attorney's fees.

4. **Waiver.** Borrower and all sureties, guarantors and endorsers hereof, waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note.

5. **Assignment.** Borrower may not assign its rights or delegate its duties under this Note without Lender's prior written consent.

6. **Amendment.** This Note may be amended or modified only by a written agreement signed by Borrower and Lender.

7. **Notifications.** Any notice or communication under this Note must be in writing and either personally delivered, sent by overnight courier service, certified or registered mail, postage prepaid, return receipt requested or by facsimile or electronic email transmission.


8. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the State of Wyoming.

9. **Miscellaneous.** This Note will inure to the benefit of and be binding on the respective successors and permitted assigns of Lender and Borrower. Lender shall not be deemed to have waived any provision of this Note or the exercise of any rights held under this Note unless such waiver is made expressly and in writing. Waiver by Lender of a breach or violation of any provision of this Note shall not constitute a waiver of any other subsequent breach or violation. In the event that any of the provisions of this Note are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Note.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first stated above.

LS 4/10/2019

**SIGNATURES**

  
\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Cody O'Dea  
Borrower Full Name

  
\_\_\_\_\_  
Lender Signature

\_\_\_\_\_  
Thomas Redenbaugh  
Lender Full Name



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FEES: \$27.00 IH MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2021-766712 MORTGAGE**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
TANYA O'DEA 465 DUNNUCK ST  
SHERIDAN WY 82801