

MORTGAGE DEED

THE UNDERSIGNED, **WILLIAM C. PETERS III** and **WENDY M. PETERS**, husband and wife, whether one or more, as Mortgagor, of Ranchester, Sheridan County, Wyoming, to secure the payment of Mortgagor's indebtedness to **BARNEY BROTHERS LAND & LIVESTOCK INC.**, A Wyoming Corporation, herein designated as Mortgagee, whether one or more, according to the terms hereof and the provisions and tenor of Mortgagor's promissory note dated the 14 day of July, 2020 payable to the order of **BARNEY BROTHERS LAND & LIVESTOCK INC.**, a Wyoming Corporation, Mortgagee, in the principal sum of \$47,000.00 together with interest as therein provided, hereby mortgages and warrants to the Mortgagor the following described property situated in Sheridan County, State of Wyoming, to-wit:

Those lands more particularly described on the attached Exhibit "A" and by this reference made a part hereof

Together with all water and water rights, ditches and ditch rights, and all rights, privileges hereditaments, and tenements thereunto appertaining or belonging, and subject to all easements, right-of-ways, and reservations of record. Further reserving however unto seller/mortgagee all existing minerals or mineral rights not previously conveyed, retained or reserved.

hereby releasing and waiving all rights in and to said property under and by virtue of the homestead exemption laws of the State of Wyoming, together with all privileges, hereditaments, tenements appurtenances thereunto belonging or in any wise appertaining together with all buildings and improvements and fixtures now thereon or which may hereafter be erected thereon, together with all rents, issues, revenue, income and profits from and of said property. Mortgagor expressly agrees that all items now and hereafter attached or connected in or with each building on said premises shall be considered fixtures and subject to the force and effect of this mortgage.

Mortgagor expressly covenants that: Nothing shall be done on or in connection with said property which may impair Mortgagee's security hereunder; all said property shall be continuously maintained in good order, repair and condition by Mortgagor's expense; said property shall at all times be kept so occupied as to keep effective all insurance policies, and devoted to lawful use

only; Mortgagor will pay as due all principal and interest secured hereby seasonably; and until so fully paid, Mortgagor shall pay as due all taxes, assessments and other legal burdens levied, assessed or imposed against said property, will keep all thereof insured against loss or damage by fire or other casualty as specified by Mortgagee, in insurance companies and amounts designated by Mortgagee, and not less than the full amount of indebtedness secured hereby, all loss under such policies to be payable to Mortgagee and Mortgagor as their interest appears and all such policies to be currently kept with Mortgagee, as further security for payment of said indebtedness; said premises are free from any liens and encumbrances except: None.

Mortgagor expressly agrees to pay all indebtedness secured hereby, according to the terms hereof and that in case of any default by Mortgagor under the requirements hereof, Mortgagee may pay any or all taxes, assessments and other legal burdens before or after delinquency, expenses of needed repairs, insurance or other advancements required for the protection of its security under any such default, and all monies thus expended, with interest thereon at the rate of ten percent (10%) per annum, shall at the option of the Mortgagee become part of the interest bearing principal indebtedness secured hereby unless and until other paid by Mortgagor.

In case default shall be made in the payment as due on the original note or any subsequent note evidencing additional advances, or otherwise, or any part thereof, or in case of the breach of any covenant or agreement herein contained, Mortgagee may immediately and without notice declare the whole of the then indebtedness secured hereby immediately due and payable, and it shall be lawful for Mortgagee to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above described property, at public venue, for cash, according to Wyoming Statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchase at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and

sale and in payment of all monies expended for taxes, assessments, repairs, insurance or other advancements, together with stipulated interest thereon from respective advancement dates to the date of such sale, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest at the same rate thereon up to the time of such sale, and the surplus, if any, shall be paid to said Mortgagor, his legal representative, heirs, successors or assigns; there shall be included as due from Mortgagor in any or all court proceedings, all related costs inclusive of abstract extensions and such attorney's fees and costs as may be decreed by the court, and in any statutory foreclosure by advertisement, all costs and a reasonable attorney's fee. In cases of any default whereby the right of foreclosure occurs hereunder, Mortgagee or the holder of said note shall once become entitled to exclusive possession, use and enjoyment of all property afore-said, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there by, and such possession, rents, issues and profits shall at once be delivered to Mortgagee, and Mortgagee, their successors or assigns or the hold of said note or any thereof, shall be entitled to all relief provided under Sections 1-18-101 through 1-18-112 inclusive, W.S. 1977, relating to said property and all rents, issues and profits thereof, after any such default including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter or right without regard to the solvency of Mortgagors or the then owner of said property and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense, and such relief may be granted by any court of competent jurisdiction, upon ex parte application and without notice (notice being hereby expressly waived) and such relief on any such application without notice being hereby consented to by Mortgagor on Mortgagor's behalf and on behalf of Mortgagor's successors, heirs, legal representatives and assigns, and all persons claiming by, through, or under Mortgagor or them: and all rents, issues and profits, income and revenue of said

property shall be applied according to law and the orders and directions of the court.

Mortgagor shall pay as due all items, non-payment of which as due might subject Mortgagee or said property to claim of lien or other actionable liability, and Mortgagor will not permit said property, or any part thereof, to be used in an improper manner or contrary to any law or ordinance. No delay or election or remedy on the part of Mortgagee under any default by Mortgagor shall be in prejudice of Mortgagee's right to thereafter proceed in any manner above authorized on account of such or each subsequent default by Mortgagor.

Time and manner of performance are of the essence hereof, and all covenants of the Mortgagor run with the land, and all provisions hereof shall be respectively for the benefit of and binding upon the heirs, successors, legal representatives and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, Mortgagor has caused this mortgage to be executed and delivered this 14 day of July, 2020.



William C. Peters III



Wendy M. Peters

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Mortgage Deed was acknowledged before me this 14th day of July, 2020, by William C. Peters and Wendy M. Peters, husband and wife.

WITNESS my hand and official seal.



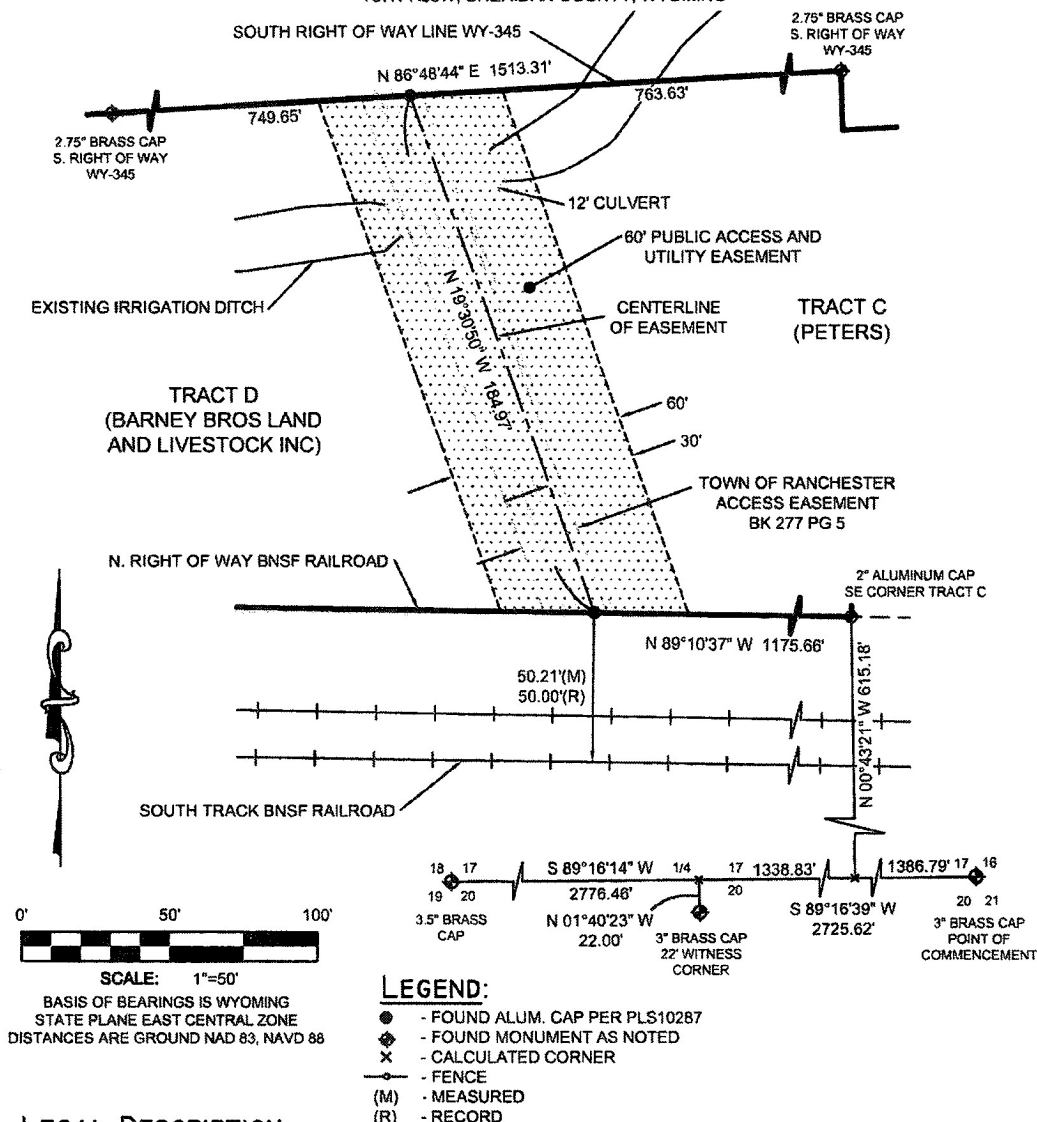


Notary Public

My commission expires: 9-20-2023

EASEMENT EXHIBIT

A TRACT OF LAND LOCATED WITHIN THE SOUTH HALF OF THE SOUTHEAST QUARTER AND
SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17,
T57N-R85W, SHERIDAN COUNTY, WYOMING



LEGAL DESCRIPTION:

A 60 FEET WIDE EASEMENT LOCATED WITHIN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 57 NORTH, RANGE 85 WEST, SHERIDAN COUNTY, WYOMING, MEASURED 30 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE S 89°16'39" W, ALONG THE SOUTH LINE OF SAID SECTION 17 A DISTANCE OF 1386.79 FEET; THENCE N 00°43'21" W A DISTANCE OF 651.18 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD AND IS MONUMENTED WITH A 2 INCH ALUMINUM CAP MARKED "PLS 4364"; THENCE N 89°10'37" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1175.66 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE CENTERLINE OF AN ACCESS ROAD, AND MONUMENTED WITH A 1.5 INCH ALUMINUM CAP MARKED "LS10287"; THENCE N 19°30'50" W ALONG THE CENTERLINE OF SAID ACCESS ROAD A DISTANCE OF 184.97 FEET, MORE OR LESS, TO THE POINT OF TERMINATION, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 345, AND MONUMENTED WITH A 1.5 INCH ALUMINUM CAP MARKED "LS10287";

SAID EASEMENT CONTAINS AREA OF 0.25 ACRES, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, EXCEPTIONS, RESERVATIONS, RESTRICTIONS OR CONDITIONS CONTAINED IN PRIOR CONVEYANCES OF RECORD.

SURVEYOR'S CERTIFICATE

I, Jason D. Levanen, a duly registered Land Surveyor in the State of Wyoming, do hereby certify that this plat truly and correctly represents the results of a survey made by me or under my direct supervision.



Prepared for:
GARY BARNEY
P.O. BOX 690
LANDER, WY 82520

Prepared by:

Drawn by: TL

Arrow
Survey Group, Inc.
Sheridan, WY 82801 (307)751-7543

DP: G.S.19-106 Barney.dwg

Date: 6/26/20

Rev:

Sheet 1 of 1

EXHIBIT A

TRACT D:

A TRACT OF LAND LOCATED WITHIN THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 57 NORTH, RANGE 85 WEST, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17;

THENCE S 89°16'39" W, ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 1386.79 FEET;

THENCE N 00°43'21" W A DISTANCE OF 651.18 FEET TO A POINT WHICH LIES ON THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD AND IS MONUMENTED WITH A 2 INCH ALUMINUM CAP MARKED "PELS 4364";

THENCE N 89°10'37" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1175.66 FEET TO THE POINT OF BEGINNING;

THENCE N 89°10'53" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1617.51 FEET TO A POINT MONUMENTED WITH A 2 INCH ALUMINUM CAP MARKED "WYDOT";

THENCE N 06°16'10" E A DISTANCE OF 121.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 345, MONUMENTED WITH A 3 INCH BRASS CAP MARKED "WYDOT";

THENCE ALONG AN ARC TO THE LEFT OF RADIUS 5829.60 FEET, HAVING A DELTA ANGLE OF 07°48'32", AND WHICH CHORD BEARS S 89°12'34" E 793.90 FEET, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 794.51 FEET TO A POINT MONUMENTED WITH A 3 INCH BRASS CAP MARKED "WYDOT";

THENCE N 86°48'44" E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 749.65 FEET TO A POINT;

THENCE S 19°30'50" E A DISTANCE OF 184.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS AREA OF 4.71 ACRES, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, EXCEPTIONS, RESERVATIONS, RESTRICTIONS OR CONDITIONS CONTAINED IN PRIOR CONVEYANCES OF RECORD.