



2021-773435 10/22/2021 8:26 AM PAGE: 1 OF 7  
 FEES: \$30.00 DO MORTGAGE  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**RECORDATION REQUESTED BY:**

First Bank of Wyoming, Division of Glacier Bank  
 Sheridan Branch  
 1470 Sugarland Drive  
 Sheridan, WY 82801

**WHEN RECORDED MAIL TO:**

First Bank of Wyoming, Division of Glacier Bank  
 Sheridan Branch  
 1470 Sugarland Drive  
 Sheridan, WY 82801

FOR RECORDER'S USE ONLY



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**MORTGAGE**

**THIS MORTGAGE** dated October 21, 2021, is made and executed between MARK RAY PIXLEY and GRETA M. PIXLEY, husband and wife (referred to below as "Grantor") and First Bank of Wyoming, Division of Glacier Bank, whose address is 1470 Sugarland Drive, Sheridan, WY 82801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Sheridan County, State of Wyoming:

Lots 6, 7, 8 and 9, Block 2, Wyoming Mutual Investment Company's Addition to the City of Sheridan, Sheridan County, Wyoming  
 AND

A tract of land situated in the SW1/4SE1/4 of Section 15 and the NW1/4NE1/4 of Section 22, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows: Commencing at the north quarter corner of said Section 22; thence N88°35'30"E, 451.47 feet to the POINT OF BEGINNING of the herein described tract, said point being the northwest corner of Lot 9, Block 2, Wyoming Mutual Investment Company's Addition to the City of Sheridan; thence N88°20'01"E, 199.90 feet along the north line of said Block 2 to the northeast corner of Lot 6 of said Block 2; thence N00°24'32"E, 29.45 feet along the east line of said Lot 6 extended to the south right of way line of State Highway 337; thence N83°33'02"W, 200.88 feet along said south right of way line to a point on the west line of said Lot 9 extended; thence S00°24'32"W, 57.83 feet along said west line extended to the POINT OF BEGINNING.

The Real Property or its address is commonly known as 370 Fort Road, Sheridan, WY 82801. The Real Property tax identification number is R0009113 & R0009114.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.