



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given this 1 day of March, 2016. The Mortgagor is **Victor and Jennifer Rodriguez**, husband and wife, of P.O. Box 3033, Sheridan, WY 82801 ("Borrower"). This Security Instrument is given to **Horizon West Properties, LLC**, a Wyoming limited liability company, (the "Lender"), whose mailing address is 9255 North Avalanche Drive, Jackson, Wyoming 83001. Borrower owes, or will owe, Lender the principal sum of Four Hundred Forty Five Thousand Dollars (\$445,000.00) 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 ten (10) 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 1, Block 2, Stonegate Addition. A subdivision in Sheridan County, Wyoming, as filed in Drawer S, Plat #S-88, in the Office of the Sheridan County Clerk.

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.