

**WYOMING ENERGY SAVERS PROGRAM MORTGAGE-AMORTIZED**

Loan Number: 910022529

This Mortgage ("Security Instrument") is given on APRIL 24 TH, 2012  
The Mortgagor is KEITH A. ROBERTS, A MARRIED MAN AS  
SOLE & SEPERATE whose address is 446 S LINDEN AVE SHERIDAN, WY 82801  
("Borrower"). This Security Instrument is given to FIRST INTERSTATE BANK

who is  
organized and existing under the laws of THE STATE OF MONTANA and whose address  
is PO BOX 2007, 4 S MAIN, SHERIDAN, WY 82801 ("Lender").  
Borrower owed Lender the principal sum of FIFTEEN THOUSAND AND NO/100 Dollars  
(\$ 15,000.00). This debt is evidenced by Borrower's Note dated the same date as this  
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on MAY 1ST, 2027. this Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all  
renewals, extensions and modifications; (b) the payment of all other sums, with interest,  
advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the  
performance of Borrower's covenants and agreements under this Security Instrument and the  
Note. 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:

TRACT 1 OF THE BONNET SUBDIVISION. A SUBDIVISION IN SHERIDAN COUNTY,  
WYOMING, AS RECORDED APRIL 18, 2007 IN THE OFFICE OF THE SHERIDAN  
COUNTY CLERK.  
which has the address of 446 S LINDEN AVE, SHERIDAN Wyoming, 82801  
("Property Address") (zip code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and  
all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water  
rights and stock and all fixtures now or hereafter a part of the property. All replacements and  
additions shall also be covered by this Security Instrument. All of the foregoing is referred to in  
this Security Instrument as "Property".

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby  
conveyed and has the right to mortgage, grant and convey the Property and that the Property is  
unencumbered, except for encumbrances of record. 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, Interest, Default Interest and Late Charges.** Borrower  
shall pay when due the principal of, and interest on, the debt evidenced by the Note,  
default interest, if applicable, and late charges due under the Note.
2. **Payment of Taxes, Insurance and Other Charges.** Borrower shall make timely  
payment of any (a) taxes and special assessments levied or to be levied against the  
Property, (b) leasehold payments or ground rents on the Property, and (c) premiums  
for insurance required by Paragraph 4. The Borrower shall furnish proof of payment  
to Lender upon request by the Lender.
3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied  
by Lender as follows:  
  
First, to interest due under the Note;  
Second, to amortization of the principal of the Note  
Third, to late charges due under the Note.
4. **Fire, Flood and Other Hazard 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 which Lender requires  
insurance. This insurance shall be maintained in the amounts and for the periods that  
Lender requires. Borrower shall also insure all improvements on the Property,  
whether now in existence or subsequently erected against loss by floods to the extent  
required by the Lender. All insurance shall be carried with companies approved by  
Lender. The insurance policies and any renewals shall include loss payable clauses in

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favor of, and in a form acceptable to, Lender. Borrower shall furnish a copy of the policy or policies of insurance to the Lender upon request by the Lender.

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. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, 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 monthly payments which are referred to in Paragraph 2, 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 entity legally entitled hereto.

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.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence for the term of the loan. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or 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, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

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, or the default interest rate, and at the option of 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 applied in the order provided in Paragraph 3, 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

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are referred to in Paragraph 2, 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 entity legally entitled thereto.

**8. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or,
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (iii) All or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
  1. who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer; or
  2. who has an income in excess of that established by the Wyoming Community Development Authority under its applicable regulations or program guidelines in effect on the date of the sale; or;
- (iv) Borrower fails to occupy the property described in the mortgage without Mortgage Lender's prior written consent; or
- (v) Borrower omits or misrepresents a material fact in an application for this mortgage loan.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law, require immediate payment in full of all the sums secured by this Security Instrument if:

- (vi) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (vii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Lender.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

9. **Reinstatement.** Borrower has the right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted, but does not apply after the foreclosure sale has occurred. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations, that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different

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grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
10. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any 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 the original Borrower 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.
11. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address 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.
12. **Governing Law; Severability.** This Security Instrument shall be governed by the law 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 provision. To this end the provision of this Security Instrument and the Note are declared to be severable.
13. **Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.
14. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 8, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 16, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- If Lender invokes the power of sale, Lender shall give notice of intent to foreclose in accordance with applicable law. Lender shall give notice of the sale in accordance with applicable law. Lender shall publish notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in accordance with applicable law.
15. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

**BY SIGNING BELOW**, Borrower accepts and agrees to the terms contained in pages 1 through 5 of this Security Instrument.

Witnesses:

Callie R. Drell  
Callie R. Drell

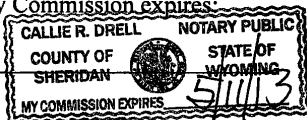
[Signature]  
Borrower  
Donna Roberts  
Borrower

STATE OF WYOMING  
COUNTY OF Sheridan

The recording instrument was acknowledged before me by Keith & Donna Roberts of  
(Name) (Title)  
this 24<sup>th</sup> day of April, 2012

Witness my Hand and Official Seal:

My Commission expires:



Callie R. Drell  
Notary Public State of Wyoming



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2012-695959 MORTGAGE**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
FIB OF SHERIDAN PO BOX 2007  
SHERIDAN WY 82801