

MORTGAGE

586763 MORTGAGE
BOOK 682 PAGE 0509
RECORDED 09/14/2007 AT 10:15 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Richard L. Wrather, Sr. and Laura A. Wrather, husband and wife, Mortgagors, of Sheridan County, State of Wy, to secure the payment of One Hundred Thousand Dollars, due September 13, 2012, do hereby mortgage to Sharilyn L. Chapman, formerly known as Sharilyn L. Schmidt, a single person, Mortgagee, whose address is

PMB 17B-303 -91st Ave NE, Everett, Wa 98205,

the following described real estate, situate in Sheridan County, State of Wyoming, to-wit:

Lot 4 of the Amended Plat of Lots 1 & 4, Parkman Hills Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 201.

Interest accrues on the unpaid balance of the amount due at the rate of seven and five tenths percent (7.5%) *per annum*, payable as evidenced by one Promissory Note of even date herewith. The terms and conditions of which Promissory Note are incorporated herein, as if fully set forth.

If all or any part of the property, or an interest therein is sold or transferred by the Mortgagors without the Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) the grant of a leasehold interest of three (3) years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person(s) is satisfactory to the Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagors from all obligations under this mortgage and the promissory note.

The Mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises. The Mortgagors further agree to keep the improvements and structures thereon insured in a sum of not less than One Hundred Thousand Dollars (\$100,000.00), during the life of this Mortgage. Said insurance shall be in favor of and payable to the Mortgagee, and in case Mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the Mortgagee may insure said buildings and pay said taxes and assessments; and all sums paid shall be added to and considered as a part of the above indebtedness hereby secured. All such sums so paid shall draw interest at the same rate.

In case default shall be made in payment of the above sum hereby secured, or in the payment of the interest thereupon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants or agreements hereof, then the whole indebtedness hereby secured, together with interest thereon, shall become due and payable. In addition, the Mortgagee, her legal representatives or assigns may proceed to foreclose on and sell said property pursuant to law. Foreclosure may be by legal action or may be done by Statutory Notice, Advertisement and Sale. Mortgagors specifically give to Mortgagee such statutory power of sale. Out of the proceeds of such sale she shall pay all sums due hereunder, together with the costs of sale and foreclosure, including reasonable attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of the State of Wyoming.

DATED this 13 day of Sept 2007.
Richard L. Wrather, Sr. Laura A. Wrather

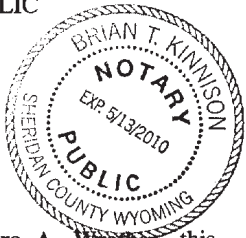
STATE OF WY)
COUNTY OF Sheridan) : SS

13th The foregoing instrument was acknowledged before me by **Richard L. Wrather, Sr.**, this day of Sept 2007.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires: 5-13-10
STATE OF WY)
COUNTY OF Sheridan) : SS



13th The foregoing instrument was acknowledged before me by **Laura A. Wrather**, this day of Sept 2007.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires: 5-13-10

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