

**SHERIDAN COUNTY  
AFFORDABLE HOUSING PROGRAM  
THIRD-PARTY MORTGAGE**

THIS THIRD-PARTY MORTGAGE ("Security Instrument") is given this 15th day of July 2021, **The Third-Party is Excalibur Construction, Inc. of 2275 Dry Ranch Road, Sheridan, WY 82801** ("Borrower"). This Security Instrument is given to the County of Sheridan, a political subdivision of the State of Wyoming, (the "Lender"), whose mailing address is 224 S. Main Street, Suite B1, Sheridan, Wyoming 82801. Borrower owes or will owe Lender the principal sum of **Fourteen thousand one hundred sixty-seven dollars (\$14,167)**, or so much thereof as is advanced to the Borrower. This debt is evidenced by the attached **EXHIBIT A, Third-Party's AFFORDABLE HOUSING NOTE** dated the same date as this Security Instrument (which Agreement, together with any renewal, extension, or modification thereof, shall be referred to herein as the "Agreement"), which provides that the full debt, if not paid earlier, will be due and payable upon **TERMINATION OF THE AGREEMENT**. The parties agree that one primary function and purpose of the Lender under the terms of the Agreement is to assist in developing public infrastructure necessary to support affordable workforce housing.

This Security Instrument secures to Lender: (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications whether or not such renewal, extension, and/or modification is presently contemplated by the parties; (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:

**Trailside at Woodland Park Lot 18**

**A Resubdivision of Tract 1, Woodland Park Subdivision-Phase One**

**Patio Homes at Woodland Park, as recorded December 1, 2012 in Book T of Plats, Page 37**

**SEE ATTACHED EXHIBIT B**

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.

**1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

**2. Priority.** Borrower shall not allow this Security Interest to fall below second in priority.

**3. Preservation and Maintenance of the Property.** Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate. Lender may inspect the Property at all reasonable times. Lender may take reasonable action to protect and preserve the Property.

**4. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all: (a) taxes and special assessments levied or to be levied against the

Property; (b) leasehold payments or ground rents on the Property; (c) governmental or municipal charges, fines and impositions; (d) improvement district charges; (e) subdivision fees and charges; (f) water district, irrigation district, or ditch company charges; (g) premiums for insurance required herein; and (h) other costs or charges which may affect the Property or the Lender's interest therein. Borrower shall pay these obligations on time directly to the entity which is owed the payment. At Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required pursuant to the Note, or if the Borrower fails to perform any other covenant and agreement contained in this Security Instrument or if 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. 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 rate stated in the Note, and at the option of the Lender, shall be immediately due and payable.

**5. 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, 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 are next due 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 persons or entity legally entitled thereto.

**6. Renewal, Extension and/or Modification.** Nothing contained herein shall be construed so as to require the Borrower to request, or require the Lender to consent to, any renewal, extension, and/or modification of the debt secured hereby. In the event the Borrower and the Lender mutually agree to effect any renewal, extension, and/or modification of the Note, this Security Instrument shall continue in full force and effect, without interruption or impairment of priority, to secure all debts and obligations of the Borrower to the Lender until all such debts and obligations have been satisfied in full and completely and fully discharged.

**7. Grounds for Acceleration of Debt.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) Borrower fails to pay in full any amount required to be paid by the Note and this Security Instrument when due; or
- (b) Borrower fails to perform any other obligation contained in: (i) the Note; (ii) this Security Instrument; or (iii) any other loan document or agreement between Borrower and Lender; or
- (c) Borrower breaches any warranty, covenant, or representation contained in: (i) the Agreement; (ii) this Security Instrument; or (iii) any other loan document or agreement between Borrower and Lender; or
- (d) All or part of the Property is sold, mortgaged, encumbered or otherwise transferred by the Borrower without approval of the Lender.

**8. Remedies on Default.** If the Borrower defaults hereon, the Lender may foreclose upon the Property by Advertisement and Sale or any other procedure permitted by applicable law. If the Lender does elect to foreclose upon the Property, the Lender may purchase the Property at any sale. The proceeds of sale shall be applied, first, to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title insurance; second, to all sums secured by this Security Instrument, and the excess, if any, to the person or persons legally entitled thereto. In the event proceedings be commenced for the foreclosure of this Security Instrument, either under the power of sale herein, or by judicial action, then the rents, issues and profits of the Property and appurtenances thereon from the time of default and during

the period of redemption shall be held and applied to the payment of the indebtedness hereby secured, and the costs, attorney's fees and other disbursements made under the terms of this Security Instrument, and any court of competent jurisdiction, upon application by the Lender may appoint the Lender, its nominee, or any other suitable person as receiver of the Property and the rents, profits and issues thereof. Upon default, Lender may proceed, at its election, against part or all of the Property, at the same time or from time to time.

**9. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower shall not operate to release the liability of the Borrower, any codebtors, or Borrower's successor in interest. Lender shall not be required to commence proceedings against any codebtor or 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 Borrower, any codebtor, 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.

**10. Successors and Assigns Bound.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

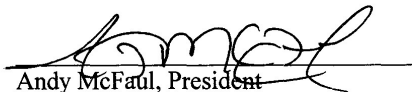
**11. Notices.** Any notice to the Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail. If mailed, the notice shall be directed to the Borrower at the address in the first paragraph of this Security Instrument, or any other address Borrower 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 laws of the State of Wyoming. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provision of this Security Instrument or the Agreement which can be given effect without the conflicting provisions. To this end the provision of this Security Instrument and the Note are declared to be severable.

**13. Release.** Upon payment of all sums secured by this Security Instrument, and upon demand by Borrower, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

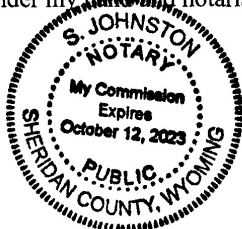
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument.

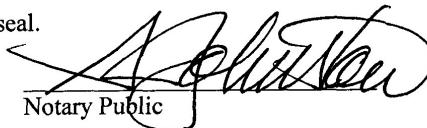
  
Andy McFaul, President

STATE OF WYOMING     )  
                                      : ss.  
COUNTY OF SHERIDAN    )

Acknowledged before me this 15<sup>th</sup> day of July, 2021, by  
Andy McFaul, as President of Excalibur Construction, Inc.  
Borrower.

Given under my hand and notarial seal.



  
Notary Public

My Commission Expires: 10/12/23.



**PROMISSORY NOTE**



**2021-770919** 7/23/2021 8:19 AM PAGE: 5 OF 6  
FEES: \$0.00 PK MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

\$14,167.00

July 15, 2021  
Sheridan, Wyoming

**Excalibur Construction, Inc.**, ("Undersigned") promises to pay to the order of **Sheridan County Wyoming of 224 S. Main Street, Sheridan, WY 82801** ("Holder"), the sum of Fourteen Thousand One Hundred Sixty-Seven Dollars (\$14,167.00), with no interest.

**Trailside at Woodland Park Lot 18  
A Resubdivision of Tract 1, Woodland Park Subdivision-Phase One  
Patio Homes at Woodland Park, as recorded December 1, 2012 in Book T of Plats, Page 37**

Undersigned shall pay upon demand any and all expenses, including reasonable attorney fees, incurred or paid by Holder of this Note without suit or action in attempting to collect funds due under this Note. In the event an action is instituted to enforce or interpret any of the terms of this Note including but not limited to any action or participation by Undersigned in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal or review, whether or not taxable as costs, including, without limitation, attorney fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

All parties to this Note hereby waive presentment, dishonor, notice of dishonor, and protest. All parties hereto consent to, and Holder is hereby expressly authorized to make, without notice, any and all renewals, extensions, modifications, or waivers of the time for or the terms of payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Note, or of the performance of any covenants, conditions or agreements hereof or thereof or the taking or release of collateral securing this Note. Any such action taken by Holder shall not discharge the liability of any party to this Note.

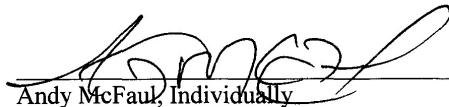
This Note has been executed and delivered in the state of Wyoming and shall be governed and construed in accordance with the laws of the state of Wyoming.



Andy McFaul-President

**PERSONAL GUARANTY**

FOR VALUE RECEIVED, the guarantors, who signatures appear below, jointly and severally, guarantee absolute and unconditional prompt payment when due, whether at maturity, by acceleration or otherwise, of all the liabilities defined in this note. The term "guarantor" as used in this guaranty includes all of the guarantors of this note and, though used in the singular, will include all who sign this guaranty. After the occurrence of an event of default, each guarantor further agrees to pay all amounts due under the note and costs of collection, legal expenses and attorneys' fees, incurred or paid by the holder in the collection of any liabilities defined in this note and in the enforcement of this guaranty.



Andy McFaul, Individually

**Exhibit A**

