

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS, THAT THIS MORTGAGE is made this 17th day of December, 1997 between THE NORTHERN WYOMING MENTAL HEALTH CENTER, INC., A WYOMING NONPROFIT CORPORATION hereinafter referred to as "Mortgagor(s)" of the CITY of SHERIDAN, County of SHERIDAN, State of Wyoming, and WYOMING COMMUNITY DEVELOPMENT AUTHORITY hereinafter referred to as the "Mortgagee", to secure the payment of the principal sum of TWO HUNDRED THOUSAND AND NO 100THS Dollars (\$ 200,000.00), evidenced by a promissory note of even date herewith, payable to the order of Wyoming Community Development Authority, or its order, do hereby transfer, convey, deed and mortgage to the Mortgagee the following described real estate situated in the County of SHERIDAN, State of Wyoming, to wit:

A PART OF LOT D AND LOT E, BLOCK 11, AND LOT B AND LOT E, BLOCK 12, CORRECTED PLAT OF GRINNELL ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 00 DEGREES 00'00" EAST 195.31 FEET FROM THE NORTHEAST CORNER OF LOT A, BLOCK 11; THENCE SOUTH 00 DEGREES 00'00" EAST 120.69 FEET TO A POINT; THENCE SOUTH 89 DEGREES 54'00" WEST 106.60 FEET TO A POINT; THENCE NORTH 25 DEGREES 54'00" WEST 133.30 FEET TO A POINT; THENCE NORTH 08 DEGREES 56'00" WEST 0.83 FEET TO A POINT; THENCE NORTH 89 DEGREES 57'00" EAST 164.93 FEET TO THE POINT OF BEGINNING, ALL ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF SHERIDAN COUNTY, WYOMING

including all buildings and improvements thereon or that may hereafter be erected thereon.

Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants that they are lawfully seized of the premises, that the premises are free from all encumbrances with exception of

N/A

and hereby covenants to warrant and defend the title of the premises against the lawful claims of all persons whomsoever.

The Mortgagors covenant and agree with the Mortgagee as follows:

1. To pay the indebtedness hereby secured in accordance with the Promissory Note executed and of even date herewith.
2. To keep the premises and buildings thereon situate in good and sightly order, repair and condition by the Mortgagor at his expense during the term of this Mortgage.
3. To keep the premises insured against loss by fire and other hazards and casualties in a sum not less than its replacement cost in favor of the parties as their interests may appear. Mortgagors shall pay promptly, when due, all premiums on such insurance and any renewals thereof. All insurance shall be carried in companies approved by Mortgagee, and a copy of the policy and renewals thereof shall be held by Mortgagee and have

attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagors shall give Mortgagee immediate notice by mail and Mortgagee may make proof of loss if not promptly made by Mortgagors and each insurance company is hereby authorized and directed to make payment for such loss directly to the Mortgagee. Mortgagee may, at its option, apply such insurance proceeds to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

4. To comply with all terms and conditions including but not limited to rent restrictions set forth in the HOME Agreement between the Mortgagor and the WYOMING COMMUNITY DEVELOPMENT AUTHORITY dated December 17, 1997.
5. Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges or other lawful charges. In case Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges as herein provided, and Mortgagee pays that same, Mortgagor shall repay such sums so paid and all expenses so incurred by Mortgagee, with interest thereon from the date of payment, at ten percent (10%) per annum, and the same shall be a lien of the premises and be secured by the Note and by these presents; in default in making such repayments the whole amount hereby secured if not then due shall, if Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.
6. In the event of default in the payment, when due, of the indebtedness hereby secured, or of any part thereof, or if the above-described real property or any interest therein is transferred in any manner or sold by the Mortgagors, either by deed or contract for deed, provided that, transfer of title, upon death through an intestate estate, or testate probate proceedings and administration, or in the case of ownership under tenants by the entirety, or joint tenants with right to survivorship, by survivorship upon the death of one tenant shall not be deemed a transfer, and will not result in acceleration, or in the event of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of Mortgagee, anything herein before or in the Note contained to the contrary notwithstanding; any failure to exercise such

option shall not constitute a waiver of the right to exercise the same at any other time; and it shall be lawful for Mortgagee to proceed to enforce the provisions of this Mortgage either by suit at law or in equity, as it may elect, or to foreclose this Mortgage by advertisement and sale of the premises, at public auction, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold, and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by Mortgagee pursuant to the provisions in Paragraph 4 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus if any, shall be paid by Mortgagee on demand to Mortgagor. There shall be included in any or all such proceedings a reasonable attorney's fee. In case Mortgagee fails promptly to foreclose on the happening of any default, it shall not thereby be prejudiced in its right to foreclosure at any time thereafter during which such default continues, and shall not be prejudiced in its foreclosure rights in case of further default.

7. In case of any default whereby the right of foreclosure occurs hereunder, Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property, and to all rents, issues, and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if there is any; and such possession, rents, issues, and profits shall at once be delivered to Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by Mortgagee by an appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer; and Mortgagee shall be entitled to a receiver for the property all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if there is any, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Mortgager or the then owner of the property, and without regard to the value of the property or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expenses; and such receiver may be appointed by any court of competent jurisdiction on ex parte application and

without notice (notice being hereby expressly waived, and the appointment of any such receiver on any such application without notice being hereby consented to by Mortgagor on Mortgagor's own behalf), and all rents issues, profits, income, and revenue of the property shall be applied by such receiver, according to law and the orders and directions of the court.

8. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Mortgagor(s) has/have hereunto set his/their hand this 17th day of December, 1997.

BORROWER(S)

Annette M. Rinaldo, President

Northern Wyoming Mental Health Center

Board of Directors

STATE OF WYOMING)
COUNTY OF Shoshone)

The foregoing instrument was acknowledged before me by Annette M. Rinaldo who are the President of Northern Wyoming Mental Health Center Board of Directors this 17th day of December 1997.

July 31, 1998
My Commission Expires:

Thicki S. Benedict
Notary Public