

HOMEBUYER ASSISTANCE LOAN MORTGAGE

THIS MORTGAGE is made this 15th day of MAY, 2008, between the Mortgagor, SARAH L. BELD (herein "Borrower"), and the Mortgagee, Wyoming Community Development Authority (W.C.D.A.), (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO THOUSAND Dollars (\$ 2,000.00), which indebtedness is evidenced by Borrower's note dated the 15th day of MAY, 2008 (herein "Note"). To secure to Lender the repayment of the indebtedness evidenced by the Note, and any extensions or renewals thereof, with interest thereon, the payment of all other sums, with interest thereon, payable in accordance herewith and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to the Lender the real property described as: SEE ATTACHED LEGAL DESCRIPTION together with all fixtures or improvements attached to the property, all of which including, replacements and additions thereto, shall be deemed to be apart of the property covered by this Mortgage; and all of the foregoing, are herein referred to as the "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 the Borrower will warrant and defend generally the title to the Property against all claims and demands, liens and encumbrances. Further, Borrower warrants that there has been no construction or work upon the property prior to the date of this mortgage or that lien waivers have been obtained with respect to such construction or work.

The Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay, when due, the principal and interest on the indebtedness evidenced by the Note together with any other payments required thereunder.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, then to the principal of the Note.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, finds and impositions attributable to the Property which may attain a priority over this Mortgage by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Mortgage.
4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term "extended coverage", and in such amounts and for such periods as Lender may require.

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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of, and in form acceptable, to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Unless lender otherwise elects in writing, insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any paid to Borrower.

5. **Preservation and Maintenance of Property:** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
6. **Inspection.** Lender may make, or cause to be made, reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
7. **Condemnation.** In the event of total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.
8. **Forbearance by Lender not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy.
9. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
10. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.
11. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower, provided for in this Mortgage, shall be given by mailing such notice by certified mail, return receipt requested, and (b) any notice to Lender shall be given by certified mail, return receipt requested. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **Governing Law; Severability.** This mortgage shall be governed by the laws of Wyoming. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Note are declared to be severable.

13. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may at Lender's option declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises its option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 11 hereof. Such notice shall provide a period of not less than ten (10) days from declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 14 hereof.

14. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, and after notice, the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

15. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Sarah L. Beld
SARAH L. BELD

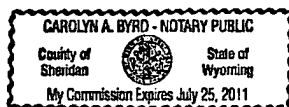
STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 15th day of MAY, 2008 by SARAH L. BELD.

WITNESS MY HAND AND OFFICIAL SEAL.

Carolyn A. Byrd
Notary Public

My commission expires: 7-25-2011



LEGAL DESCRIPTION

The west 133 feet of the North 28.5 feet of the South 84.5 feet of Block 6, of the Amended Plat of parts of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17, and 18 of Coffeen Second Addition to the Town, now City of Sheridan; said lands being also described as the West 133 feet of the North 12.5 feet of the South 68.5 feet of the original plat of Coffeen Second Addition and the South 16 feet of the West 133 feet of Lots 6 and 7, of the Amended Plat of parts of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17, and 18 of Coffeen Second Addition.