



SDL-19002 Sheridan

# STATE OF WYOMING

*Mortgage*

## State Loan & Investment Board

THIS MORTGAGE made this 29 day of October, 2018, between

**Northern Wyoming Community College District, Sheridan County, Wyoming**

hereinafter called "MORTGAGOR" and the STATE OF WYOMING, STATE LOAN & INVESTMENT BOARD, 122 West 25th Street, Cheyenne, Wyoming, hereinafter called "MORTGAGEE," to secure payment of the sum of **NINE MILLION and NO/100 DOLLARS (\$9,000,000.00)**,

WITNESS: MORTGAGOR for and in consideration of the sum aforesaid paid by MORTGAGEE, receipt of which MORTGAGOR acknowledges, mortgages, warrants, grants, bargains, and conveys to MORTGAGEE, its successors and assigns forever, the following described real estate:

### See attached legal description

and including any building improvements, and appurtenances thereon, whether owned by MORTGAGOR at the date of this mortgage or hereinafter in any manner acquired by MORTGAGOR during the term of this mortgage. MORTGAGOR agrees that all items of personal property, equipment, or fixtures which have been affixed to the property are considered part, parcel and appurtenant to the property. When the word "premises" is hereafter used it covers all property of every kind and character contained in this paragraph.

This mortgage is given to secure a promissory note of even date herewith, executed by MORTGAGORS to MORTGAGEE, in the principal sum of **Nine Million and No/100 Dollars**, payable with interest according to the terms of the note, the final payment being due and payable on the first day of November, 2043. This mortgage shall be void upon the payment of the promissory note.

MORTGAGOR covenants that MORTGAGOR is lawfully seized of the premises; that MORTGAGOR has good right to sell or convey the same, and that the premises are free of any prior encumbrances. MORTGAGOR warrants the title to the premises.

MORTGAGOR as part of the consideration hereof, further covenants as follows:

(1) That during the existence of this mortgage the MORTGAGOR will keep and maintain all buildings, improvements and appurtenances on the premises in good condition and repair.

(2) That MORTGAGEE, or its duly authorized agents, shall at all times have the right to enter upon and inspect the premises.

(3) That MORTGAGOR will pay, when due, all principal and installments thereof, and the interest thereon, as hereinbefore set forth. If default be made in payment when due of any part or installment of principal or interest, then MORTGAGOR shall pay a fee on each defaulted payment from the date the payment is due until the defaulted payment is made, at the rate provided by law at the time collection is attempted by MORTGAGEE. MORTGAGOR will also pay all taxes, liens, judgments, and assessments; and shall keep all buildings thereon insured, to MORTGAGEE'S satisfaction. The insurance shall be made payable to MORTGAGEE, as its interest may appear at the time of the loss. MORTGAGOR will pay the premiums. MORTGAGEE may pay all taxes, liens, judgments, assessments or insurance not paid by MORTGAGOR when due. When so paid, they shall become part of the mortgage debt and shall bear interest at the rate as provided by law in effect at that time of collection of default, and shall be payable out of the first moneys received by MORTGAGEE under the terms of this mortgage.

(4) That in the event of the sale or transfer of the real property herein described, at MORTGAGEE'S election, the entire balance of the note shall become due and payable.

(5) That MORTGAGOR, in applying for this loan, has made certain representations to MORTGAGEE as to the purposes for which the money loaned on this mortgage was borrowed. MORTGAGOR agrees that such representations are specifically referred to and made a part of this mortgage. If the whole or any portion of said loan is expended for purposes other than those specified in the original application of MORTGAGOR or if MORTGAGOR is in default with respect to any condition or covenant of this mortgage, or if MORTGAGOR abandons said land for a period of three

months, or if MORTGAGEE at any time believes that said loan is not adequately secured because of any mismanagement, waste or neglect of said land, the whole of this loan shall, at MORTGAGEE'S option, become due and payable.

(6) That if MORTGAGOR defaults in the payment of the sum of money intended to be secured hereby, or any portion thereof, or of any installment or any part thereof, or any interest moneys, or any part thereof, or of any taxes, liens, judgments, assessments or insurance, or any interest thereon, then and in that event the whole of said loan shall at MORTGAGEE'S option become due and payable. It shall be lawful for MORTGAGEE to foreclose this mortgage by advertisement and sale or by action in Court, as by law provided in the cases of other mortgages, and to sell and dispose of the premises and all of the right, title, interest, benefit and equity of redemption of MORTGAGOR. Out of the moneys arising from the sale under such foreclosure, MORTGAGEE may retain the principal, interest and statutory fees thereon to the date of sale; and also any moneys expended for taxes, liens, judgments, assessments and insurance, and any cost of abstract of title or continuation thereof, and any cost of any foreclosure policy, and any interest thereon at the same rate as hereinbefore provided, from the dates of such expenditures, respectively to the date of sale, together with all costs and expenses of sale, including a reasonable attorney's fee as set out herein below. The over plus, if any, shall be paid to MORTGAGOR or into Court for disbursement if MORTGAGEE so decides. If MORTGAGEE forecloses this mortgage and the sum derived from the sale of the premises is insufficient to satisfy the amount of the judgment rendered in MORTGAGEE'S favor. MORTGAGEE shall be entitled to and have a deficiency judgment against MORTGAGOR for the amount remaining due and unpaid after applying the proceeds of the sale on the debt due MORTGAGEE.

(7) That further, in the event of foreclosure of this mortgage, MORTGAGEE shall be entitled, at the commencement of such foreclosure proceedings, to the appointment of a receiver of the premises, without bond, who shall be designated by MORTGAGEE. The receiver may take possession of the premises and collect the fees for fire protection services provided pending foreclosure proceedings, and until the right of redemption expires; and that such fees shall be applied to the payment of the amount due under the terms of this mortgage.

(8) That in the event of commencement of foreclosure proceedings, either by advertisement and sale or by Court action, MORTGAGOR agrees to pay as a part of the mortgage debt hereby secured, all costs, fees and expenses, including an attorney's fees of ten percent (10%) of the total amount due.

(9) MORTGAGOR agrees that in the event of foreclosure of this mortgage, the purchaser or purchasers at the foreclosure sale shall be entitled to enter upon and take possession of the premises ninety-one (91) days following foreclosure sale, and that the purchaser is thereafter entitled to any rents and profits from the premises. MORTGAGOR also expressly agrees that any lessee who shall be in possession by virtue of a lease from MORTGAGEE if MORTGAGEE has purchased the premises at a foreclosure sale shall be entitled to any profits from contracts for fire protection services, regardless of any statutory redemption by MORTGAGOR.


(10) The terms of this mortgage shall extend to and bind the heirs, successors and assigns of the parties hereto.

(11) MORTGAGOR agrees that any forbearance by Mortgagee 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. The procurement of insurance or the payment of taxes or other liens or charges by MORTGAGEE shall not be a waiver of MORTGAGEE'S right to accelerate the maturity of the indebtedness secured by this Mortgage.

This mortgage is made to MORTGAGEE, the State Loan & Investment Board, as provided under the Capital Construction Student Dormitory Loans, as found in W.S. 21-18-319.

IN WITNESS WHEREOF, the MORTGAGOR has hereunto set his (her or their) hand the day and year first above written.

Northern Wyoming Community College District

  
\_\_\_\_\_  
Cheryl Heath, Vice-President  
Administration and CFO

ATTEST:

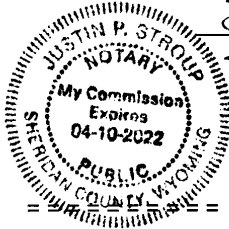
  
\_\_\_\_\_  
Jana Clements, Executive Office Manager

STATE OF WYOMING )  
 ) ss.  
COUNTY OF Sheridan

The foregoing instrument was acknowledged before me by Cheryl Heath, Vice-President of Administration and CFO of Northern Wyoming Community College and Jana Clements, Executive Office Manager of Northern Wyoming Community College this 29 day of October, 2018.

Witness my hand and official seal.

My Commission Expires: 4/10/22



[Signature]  
Title of Officer  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_

This instrument was filed for record at \_\_\_\_\_ o'clock \_\_\_\_ M., on the \_\_\_\_\_ day of A.D., 2018, and duly recorded in Book \_\_\_\_\_ on page \_\_\_\_\_.

\_\_\_\_\_  
County Clerk or Register of

Deeds

Photographed \_\_\_\_\_  
Indexed \_\_\_\_\_  
Abstracted \_\_\_\_\_  
Checked \_\_\_\_\_

Fees, \$ \_\_\_\_\_

BY: \_\_\_\_\_  
Deputy

SCHEDULE 'C'

A parcel of land located in a portion of the SW¼SE¼ of Section 2, Township 55 North, Range 84 West, of the 6th Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows: Beginning at a point on the top back of an existing curb, located N52°03'11"E, a distance of 679.68 feet from the south ¼ corner of said Section 2; Thence along the back line of said curb, and its extension, N00°08'17"W, a distance of 108.13 feet to the south line of a proposed sidewalk; Thence along said south line of a proposed sidewalk S86°24'40"E, a distance of 52.52 feet; Thence continuing along said south line, and its extension, along a curve to the right with a radius of 96.00 feet, an arc length of 35.41 feet, and a delta angle of 21°07'54"; Thence continuing along said south line, and its extension, S65°16'46"E, a distance of 47.83 feet; Thence continuing along said south line along a curve to the left with a radius of 104.00 feet, an arc length of 46.19 feet, and a delta angle of 25°26'41"; Thence continuing along said south line N89°14'03"E, a distance of 49.24 feet to a point on the top back of an existing curb; Thence leaving said south line and following said existing curb S06°17'09"W, a distance of 81.81 feet; Thence continuing along said existing curb S14°58'56"W, a distance of 2.47 feet; Thence continuing along said existing curb along a non-tangent curve to the right, with a radius of 19.26 feet, more or less, an arc length of 25.35 feet, a delta angle of 75°24'12", a chord bearing of S53°22'51"W, and a chord distance of 23.56 feet; Thence continuing along said existing curb N89°33'21"W, a distance of 166.00 feet; Thence continuing along said existing curb along a non-tangent curve to the right, with a radius of 29.82 feet, more or less, an arc length of 45.60 feet, a delta angle of 87°35'40", a chord bearing of N45°10'24"W, and a chord length of 41.28 feet to the point of beginning.

Together With An access easement located in part of the E½SW¼ and W½SE¼ of Section 2, Township 55 North, Range 84 West, of the 6th Principal Meridian, Sheridan County, Wyoming. Said easement having widths as noted and lying to each side of the following described centerline, said centerline following portions of the existing Whitney Lane and Dome Loop roads: Beginning at a point on the easterly right of way line of Coffeen Avenue (U.S. Highway 87) lying N23°12'54"W, a distance of 1289.20 feet from the south ¼ corner of said Section 2; Thence with parallel right of way lines 40 feet apart, lying 20 feet on each side of said centerline, S84°02'31"E, a distance of 19.72 feet; Thence along a curve to the right with a radius of 160.00 feet, an arc length of 42.35 feet, and a delta angle of 15°09'50"; Thence S68°52'41"E, a distance of 82.54 feet; Thence with parallel right of way lines 30 feet apart, lying 15 feet on each side of said centerline, along a non tangent curve to the right with a radius of 200.00 feet, an arc length of 55.26 feet, a delta angle of 15°49'48", a chord bearing of N24°15'34"E, and a chord length of 55.08 feet; Thence N 31°25'47"E, a distance of 87.76 feet; Thence along a curve to the right with a radius of 171.00 feet, an arc length of 177.06 feet, and a delta angle of 59°19'29"; Thence S89°14'44"E, a distance of 223.09 feet; Thence along a curve to the left with a radius of 500.00 feet, an arc length of 64.25 feet, and a delta angle of 7°21'47"; Thence N83°23'29"E, a distance of 46.23 feet; Thence along a curve to the right with a radius of 500.00 feet, an arc length of 61.30 feet, and a delta angle of 7°01'29"; Thence S89°35'02"E, a distance of 435.35 feet; Thence along a curve to the right with a radius of 175.00 feet, an arc length of 293.28 feet, and a delta angle of 96°01'18"; Thence S06°26'16"W, a distance of 679.23 feet; Thence along a curve to the left with a radius of 1250.00 feet, an arc length of 83.25 feet, and a delta angle of 03°48'57" to the point of ending of said easement, lengthening or shortening the sidelines of said easement to the shown and noted boundaries. Said point lies N62°13'04"E, a distance of 865.32 feet from said south ¼ corner of Section 2.

First American Title Insurance Co



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BOOK: 991 PAGE: 201 FEES: \$21.00 MFP MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2018-746222 MORTGAGE**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY  
SHERIDAN WY 82801