

~~After Recording Return To:~~

ATTN: BETTER MORTGAGE POST-CLOSING BMC(101)
2704 ALT 19 NORTH
PALM HARBOR, FLORIDA 34683
Loan Number: 1375826514

Return to:
Vantage Point Title
18167 US Hwy 19 N, Floor 3
Clearwater, FL 33764



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FEES: \$63.00 PK MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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WY 854116

MORTGAGE

MIN: 100529013758265147

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated MARCH 7, 2022, together with all Riders to this document.
- (B) "Borrower" is Samuel W. Spade and McKinley E. Spade, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is BETTER MORTGAGE CORPORATION, ISAOA

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA



Lender's address is 3 WORLD TRADE CENTER, 175 GREENWICH STREET, 59TH FLOOR, NEW YORK, NEW YORK 10007

(E) "Note" means the promissory note signed by Borrower and dated MARCH 7, 2022

The Note states that Borrower owes Lender FOUR HUNDRED SIX THOUSAND TWELVE AND 00/100 Dollars (U.S. \$ 406,012.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2052

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.



(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY

of

Sheridan

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 0000002653

which currently has the address of

26 Cox Valley Rd

[Street]

Sheridan

, Wyoming

82801

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

MCKINLEY E. SPADE 3-7-2022
Borrower MCKINLEY E. SPADE Date

SAMUEL W. SPADE 3-7-2022
Borrower SAMUEL W. SPADE Date

Witness

Witness

(Space Below This Line For Acknowledgment)

State of WYOMING

County of Sheridan

This instrument was acknowledged before me on March 7, 2022
(date)

by MCKINLEY E. SPADE AND SAMUEL W. SPADE

(name(s) of person(s))



Sahrya Macmillan
(Signature of notarial officer)

Notary
Title and Rank

(Seal, if any)

My commission expires: 1/6/2025

Loan Originator: Tyler Caleb Weisman, NMLSR ID 1925400
Loan Originator Organization: Better Mortgage Corporation, NMLSR ID 330511



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Loan Number: 1375826514

Date: MARCH 7, 2022

Property Address: 26 Cox Valley Rd
Sheridan, Wyoming 82801

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land being a portion of Tract 7 of the McNally Subdivision, Sheridan County, Wyoming together with a tract of land situated in the NW1/4NW1/4 of Section 26 and NE1/4NE1/4 of Section 27, all in Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; this tract of land more particularly described as follows:

Beginning at a point which bears S 43°28'46" W a distance of 194.19 feet from the Northeast Corner of said Section 27, this Section Corner also being the Northwest Corner of said Section 26; thence S 11°47'48" E for a distance of 128.57 feet; thence S 89°59'52" E for a distance of 903.44 feet to a point on the Westerly right-of-way of Cox Valley Road; thence along said right-of-way line on a bearing of S 29°53'42" W for a distance of 307.71 feet; thence leaving said right-of-way line on a bearing of S 89°25'07" W for a distance of 637.30 feet; thence N 0°34'46" W for a distance of 32.00 feet; thence S 81°21'22" W for a distance of 17.08 feet; thence N 65°32'04" W for a distance of 362.61 feet; thence N 43°28'46" E for a distance of 302.54 feet to the point of beginning.

A.P.N. #: 0000002653

☆ DocMagic

NO. 2022-777168 MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
SHERIDAN COUNTY TITLE INSURANCE AG 23 S MAIN STREET
SHERIDAN WY 82801