



2021-774621 12/3/2021 2:11 PM PAGE: 1 OF 7
FEES: \$30.00 PK MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Recording Requested By/Return To:
USAA FEDERAL SAVINGS BANK
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071

_____[Space Above This Line For Recording Data]_____

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE
APPROVAL OF THE SECRETARY OF VETERANS AFFAIRS OR ITS
AUTHORIZED AGENT.**

PARTIAL CLAIM MORTGAGE

VA Case Number 393961146137
VA Loan Number 393901146137

Property Address: 340 STATE HIGHWAY 335, SHERIDAN, WYOMING 82801

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is SHERI HISER, SINGLE, whose address is 340 STATE HIGHWAY 335, SHERIDAN, WYOMING 82801 ("Borrower"). This Security Instrument is given to the Secretary of Veterans Affairs, an Officer of the United States, and whose address is Department of Veterans Affairs, Loan Guaranty Service, 3401 West End Avenue, Suite 760W, Nashville, TN 37203 ("Lender"). Borrower owes Lender the principal sum, as calculated under Title 38 Code of Federal Regulations ("C.F.R."), Section 36.4805(e), of THIRTY-ONE THOUSAND THIRTY-THREE AND 92/100THS Dollars (U.S. \$31,033.92).

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and



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agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

THIS DEBT is evidenced by Borrower's Note, dated the same date as this Security Instrument ("Note"), which provides that the repayment of the full principal sum is required immediately upon: (1) the transfer of title to the Property secured by the Security Instrument; (2) the refinancing or payment in full otherwise, of all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments guaranteed by the Secretary, with which the Note and this Subordinate Mortgage are associated; or (3) if not paid earlier, on APRIL 01, 2047.

BORROWER MAY make payments for this subordinate loan, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment there will be no changes in the due date unless Lender agrees in writing to those changes.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in SHERIDAN County, WYOMING:



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LEGAL DESCRIPTION:

A TRACT OF LAND DESCRIBED IN BOOK 451 OF DEEDS, PAGE 333, SITUATED IN THE SW1/4NE1/4 OF SECTION 5, TOWNSHIP 54 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 5 (MONUMENTED WITH A 3 1/4 " ALUMINUM CAP PER PLS 6812); THENCE N87 DEGREES 22'33"W, 1326.36 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY NO. 335 AND THE EAST LINE OF SAID SW1/4NE1/4; THENCE N88 DEGREES 49'48"W, 146.69 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT, SAID POINT LYING ON THE EAST LINE OF COUNTY LOT DIVISION PERMIT NO. 02-027 FILED IN DRAWER "A", PLAT NO. 293; THENCE N01 DEGREES 50'22"W, 570.50 FEET ALONG SAID EAST LINE TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID COUNTY LOT DIVISION PERMIT NO. 02-027; THENCE S89 DEGREES 03'02"E, 161.50 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 451 OF DEEDS, PAGE 333 TO A POINT, SAID POINT LYING ON SAID EAST LINE OF THE SW1/4NE1/4 AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 432 OF DEEDS, PAGE 519; THENCE S00 DEGREES 21'02"E, 404.69 FEET ALONG SAID EAST LINE OF THE SW1/4NE1/4 AND SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 432 OF DEEDS, PAGE 519 TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 431 OF DEEDS, PAGE 95; THENCE, CONTINUE S00 DEGREES 21'02"E, 165.85 FEET ALONG SAID EAST LINE OF THE SW1/4NE1/4 AND THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 431 OF DEEDS, PAGE 95 TO THE POINT OF BEGINNING OF SAID TRACT (SAID TRACT IS PURPORTED TO CONTAIN 2.02 ACRES OF LAND, MORE OR LESS)

Tax Parcel No.:

03-5484-05-1-00-007-33

which has the address of 340 STATE HIGHWAY 335, SHERIDAN, WYOMING 82801 ("Property Address").

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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.



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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any 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 the original Borrower 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.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Veterans Affairs, Loan Guaranty Service, 3401 West End Avenue, Suite 760W, Nashville, TN 37203 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.



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5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS.

Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies.

Lender shall give notice to Borrower, in accordance with Paragraph 4 of this Security Instrument, prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, as required by applicable law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this Paragraph 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in Paragraph 4. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated



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under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower for the actual costs and fees of recordation of the release where recordation is the Borrower's responsibility under applicable law.

9. Waivers. Borrower releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Sheri Hiser
Borrower - SHERI HISER

Date: 11/24/21

State of **WYOMING**
County of Sheridan
Enter County Here

This instrument was acknowledged before me on November 24
2021 by SHERI HISER.

Samantha Heide
(Signature of notarial officer)

(Seal, if any)

Title (and Rank): Notary Public

My Commission expires: December 20, 2024

