



This Document Prepared By:
IMANI LITTLETON
GUILD MORTGAGE COMPANY LLC
P.O. BOX 85304
SAN DIEGO, CA 92186
(800 365-4884

When Recorded Mail To:
GUILD MORTGAGE COMPANY LLC
5887 COPLEY DRIVE
SAN DIEGO, CA 92111

Tax/Parcel #: 0000003513

_____ [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.**

VA LHG #: 393961279548
VA-PCP Loan No: 393901279548

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **OCTOBER 27, 2021**. The mortgagor is **JAMES D. NEWCOMB II AND BOBBIE JO NEWCOMB, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY WITH RIGHTS OF SURVIVORSHIP** whose address is **24 N RAIL RD, BANNER, WYOMING 82832** ("Borrower"). This Security Instrument is given to the **Secretary of Veterans Affairs, an Officer of the United States**, whose address is Department of Veterans Affairs, Loan Guaranty Service 3401 West End Avenue, Suite 706 W 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 **TWENTY-FOUR THOUSAND NINE HUNDRED NINE DOLLARS AND 12 CENTS (U.S. \$24,909.12)**.





This debt is evidenced by Borrower's note, dated the same date as this Security Instrument ("Note"), which provides for the full debt if not paid earlier, due and payable on **JUNE 1, 2050**.

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; or (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.

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 COUNTY of **SHERIDAN**, State of **WYOMING**:

which has the address of **24 N RAIL RD, BANNER, WYOMING 82832** ("Property Address");

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Tax Parcel No. **0000003513**

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 or record.





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 706 W 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.

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 prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender or Borrower invokes the power of sale, and the Property is judicially ordered to be sold pursuant to such power, Lender shall mail a copy of a notice of sale by registered mail to Borrower at the Property Address or at any other address Borrower delivers to Lender in writing for that purpose. Lender shall publish the notice of sale for the time and in the manner required by Applicable Law and, without further demand on Borrower, the Property shall be sold at the time and under the terms designated by the court and in the notice of sale. 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 Subordinate Note, the Secretary may invoke the non-judicial 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 under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to 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. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

<u>James D. Newcomb II</u>	<u>10-29-21</u>
Borrower: JAMES D. NEWCOMB II	Date
<u>Bobbie Jo Newcomb</u>	<u>10-29-21</u>
Borrower: BOBBIE JO NEWCOMB	Date

_____[Space Below This Line for Acknowledgments]_____

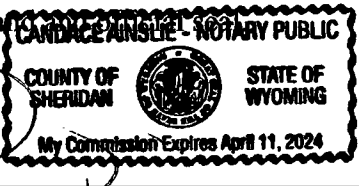
BORROWER ACKNOWLEDGMENT

State of **WYOMING**

County of Sheridan

The foregoing instrument was acknowledged before me on October 29, 2021
 (date) by JAMES D. NEWCOMB II, BOBBIE JO NEWCOMB (name(s) of person(s)).

Witness my hand and seal this 29th day of October, 2021.

(Seal) 

 Notary Public

Printed Name: Candace Ainslie

My commission expires: 4/11/24



EXHIBIT A

**BORROWER(S: JAMES D. NEWCOMB II AND BOBBIE JO NEWCOMB,
HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY WITH RIGHTS OF
SURVIVORSHIP**

VA-PCP LOAN NUMBER: 393901279548

LEGAL DESCRIPTION:

**The land referred to in this document is situated in the CITY OF BANNER, COUNTY
OF SHERIDAN, STATE OF WYOMING, and described as follows:**

**LOT 11, WINDING BROOK MEADOWS 1ST ADDITION, A SUBDIVISION IN
SHERIDAN COUNTY, WYOMING, AS RECORDED IN BOOK 1 OF PLATS, PAGE
254. ACCOUNT: R0004378**

ALSO KNOWN AS: 24 N RAIL RD, BANNER, WYOMING 82832