

## MORTGAGE WITH RELEASE OF HOMESTEAD

**Steve Nelson and Amanda Nelson**, husband and wife (herein referred to as Borrowers), of Sheridan County, State of Wyoming, to secure the payment of One Million Seventy-Five Thousand and xx/100 Dollars (\$1,075,000), due in full on or before October 15, 2037, with interest from August 15, 2022 at the rate of 4.75 percent (4.75%) per annum, payable in monthly installments, as evidenced by that certain Installment Promissory Note of even date herewith, and to secure the payment of all other notes given in exchange, substitution or replacement of the above-described note or in modification, renewal or extension thereof, in whole or in part, and to secure, as additional security, the payment of any other indebtedness which may now or hereafter be owing by Borrowers to Lenders, do hereby mortgage and warrant, with power of sale, to **Darrell R. Bocek and Wendy J. Bocek** (herein referred to as Lenders) whose address is P.O. Box 538, Dayton, WY 82836, the following-described real estate situate in the County of Sheridan, State of Wyoming, to-wit:

SEE EXHIBIT A (the "Mortgaged Premises")

Together with all the improvements now or hereafter on the Mortgaged Premises and all easements and rights of way appurtenant to the Mortgaged Premises, all water, water rights, and water stock and fixtures now or hereafter attached to the Mortgaged Premises and all rents, issues, crops and profits arising from the Mortgaged Premises.

1. Borrowers Covenants. Borrowers make and include in the Mortgage the following covenants: The Borrowers shall: (1) pay when due, time being of the essence, the indebtedness hereby secured; (2) pay all taxes and assessments on said Mortgaged Premises and will, upon Lenders' request, furnish Lenders with receipts evidencing such payments; (3) pay and discharge any lien which has or may attain priority over this mortgage; provided, Borrowers shall not be required to discharge the lien so long as Borrowers shall in good faith contest the lien by or defend against enforcement of the lien by legal proceedings which operate to prevent the enforcement of the lien or forfeiture of all or part of the Mortgaged Premises; (4) keep all buildings and improvements now existing or hereafter erected on the Mortgaged Premises insured against loss by fire and hazards included within the term "extended coverage" in a sum not less than the unpaid balance of the note secured by this mortgage during the life of this mortgage and in favor of and payable to the Lenders; and (5) keep the Mortgaged Premises in good repair and not commit waste or permit impairment or deterioration of the Mortgaged Premises.
2. Subordination. This Mortgage shall be subordinate only to a First Mortgage (the "First Mortgage") executed and delivered on this date by Borrowers to First Northern Bank of Wyoming, encumbering the Mortgaged Premises and securing that certain First Promissory Note of even date herewith by Borrowers in favor of the First Mortgage Lender.
3. Borrower Defaults. If Borrowers fail to pay taxes and assessments or to discharge liens which have or may attain priority over this mortgage or to keep the buildings and improvements insured as required, then Lenders may pay the taxes and assessments,

discharge the lien, or insure the buildings and improvements. All sums so paid by the Lenders shall be repaid by Borrowers on demand with interest at the rate provided for in the promissory note, and all sums so expended, with interest, shall be secured hereby in priority with the indebtedness evidenced by the promissory note.

- a. In case of default under the mortgage, the Lenders may declare the whole indebtedness hereby secured immediately due and payable without further demand.
- b. In the event that the Borrowers convey title (legal, equitable or both) to all or any portion of said Mortgaged Premises, or in the event that such title becomes vested in a person other than the Borrowers in any manner whatsoever except under the power of eminent domain, or in the event that the Borrowers lease all or any portion of said Mortgaged Premises, then in any such case the entire unpaid principal of the note secured hereby with all accrued interest thereon shall, at the option of the Lenders at any time thereafter, become immediately due and payable without notice.
- c. Upon default, the Lenders may sell and dispose of the Mortgaged Premises by advertisement and sale according to the statutes of the State of Wyoming or may proceed to enforce its mortgage by court action. If any portion of the indebtedness is not satisfied by the sale of the Mortgaged Premises pursuant to advertisement and sale or court decree, the Lenders may obtain a judgment against the Borrowers on that portion of the indebtedness not satisfied by the sale of the Mortgaged Premises. All remedies provided by this mortgage shall be cumulative and in addition to every other remedy afforded by law or in equity or by statute to the Lenders. The Lenders shall be entitled to collect all reasonable costs and expenses, including reasonable attorney's fees, incurred in pursuing the remedies provided in this mortgage or afforded by law.
- d. To the extent permitted by law, the Lenders, in connection with any foreclosure of this mortgage, whether by advertisement and sale or by court action, or upon actual or threatened waste to the Mortgaged Premises, or upon any default in the observance or performance of any covenant or agreement of the Borrowers hereunder, may apply to a court of competent jurisdiction for the appointment of a receiver of the Mortgaged Premises or any portion thereof, with notice to the Borrowers, and shall be entitled to the appointment of a receiver in any such event as a matter of right, whether or not the Mortgaged Premises are adequate security for the indebtedness secured hereby, the Borrowers are insolvent, or waste of the Mortgaged Premises has been threatened or committed. The receiver shall have the right and authority to enter into immediate possession of the Mortgaged Premises and improvements and to care for and manage the same and collect all rents, issues, and profits there-from. Such rents, issues and profits, if any, shall be first applied to the costs and expenses of the receivership and then toward the satisfaction of the indebtedness hereby secured and the costs of any foreclosure.

4. Assignment of Leases and Rents. In case of any default whereby the right of foreclosure arises hereunder, the Lenders shall at once become entitled to exclusive possession, use and enjoyment of the Mortgaged Premises and to all rents, issues, crops and profits arising from the Mortgaged Premises from the accruing of the right to foreclose and during the pendency of foreclosure proceedings and the period of redemption. The possession, rents, issues, crops, and profits shall be delivered to the Lenders upon demand, and Lenders may enforce these rights by appropriate civil proceedings, including actions in ejectment, forcible entry, or unlawful detainer.
5. Assignment of Mortgage. This mortgage shall be assigned by the Lenders to Kalie Rose Bocek upon the death of the second to die of the Lenders, Darrell R. Bocek and Wendy J. Bocek. The assignment shall occur upon death with no requirement of Court Order or Estate Administration, provided that Kalie Rose Bocek shall provide a copy of the death certificates.
6. Recording. This mortgage shall be recorded in the official land title records of Sheridan County, Wyoming. Upon termination or satisfaction of the mortgage, whichever may occur, Borrowers and Lenders agree that they will thereafter execute and record a Notice of Termination evidencing such termination or a Notice of Satisfaction evidencing such satisfaction.
7. Miscellaneous. If any provision of this mortgage is prohibited or declared to be unenforceable, such prohibition or unenforceability shall not affect the remaining provisions of this mortgage.
  - a. Borrowers relinquish and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.
  - b. Any action to enforce this Mortgage shall be filed in the Fourth Judicial District of Sheridan County, Wyoming.

DATED this 15<sup>th</sup> day of August, 2022.



Steven Nelson



Amanda Nelson



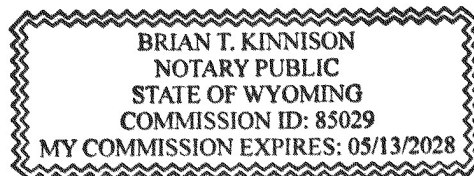
**2022-780885** 8/17/2022 8:44 AM PAGE: 4 OF 5  
FEES: \$24.00 DO MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING )  
County of Sheridan ) : ss.

The above and foregoing *Mortgage with Release of Homestead* was acknowledged before me by Steven Nelson and Amanda Nelson this 15<sup>th</sup> day of August, 2022.

WITNESS my hand and seal.

My Commission expires: 5-13-28 Notary Public





**MORTGAGE WITH RELEASE OF HOMESTEAD**

Valley Meat Company, L.L.C. – Darrel R. Bocek & Wendy J. Bocek  
Steve Nelson & Amanda Nelson

**EXHIBIT A**  
**Legal Description**

A tract of land situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 19, Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming, said tract of land being more particularly described as follows:

Commencing at the north quarter corner of said Section 19 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence S00°19'22"W, 959.76 feet to the POINT OF BEGINNING of said tract (Monumented with a 1 $\frac{1}{2}$ " Aluminum Cap per PLS 2615) said point being the northeasterly corner of a tract of land described in Book 473 of Deeds, Page 218; thence S58°54'49"W, 498.97 feet along the southerly line of said tract described in Book 473 of Deeds, Page 218 to a point (Monumented with a 1 $\frac{1}{2}$ " Aluminum Cap per PLS 2615), said point being the southeast corner of said tract; thence N32°38'58"W, 226.17 feet along the westerly line of said tract to a point (Monumented with a 1 $\frac{1}{2}$ " Aluminum Cap per PLS 2615), said point being the northwest corner of said tract; thence N57°53'09"E, 298.61 feet along the northerly line of said tract to a point (Monumented with a 1 $\frac{1}{2}$ " Aluminum Cap per PLS 2615); thence S86°00'23"E, 54.12 feet along said northerly line of said tract to a point (Monumented with a 1 $\frac{1}{2}$ " Aluminum Cap per PLS 2615), said point being the northwesterly corner of a tract of land described in Book 516 of Deeds, Page 275; thence N63°55'11"E, 269.96 feet along the northerly line of said tract described in Book 516 of Deeds, Page 275 to a point lying on a fence line, said point being the northeast corner of said tract; thence S00°00'57"W, 206.46 feet along the east line of said tract and said fence line to the POINT OF BEGINNING of said tract.

**NO. 2022-780885 MORTGAGE**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY  
SHERIDAN WY 82801