

Commercial Mortgage as Security for Balloon Promissory Note

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE PRINCIPAL BALANCE DUE ON MATURITY IS \$ 122,800.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

This Mortgage is given on June 1st, 2022, by Justin Bailey referred to herein as *Mortgagor*, to Freedom Ranch LLC, with its principal office located at PO Box 358, Sheridan, WY_82801, referred to herein as *Mortgagee*.

In consideration of the premises and in order to secure the payment of both the principal of the Note, and interest and any other sums payable on the note (as defined below) or this Mortgage, and the performance and observance of all of the provisions of this Mortgage and of the Note, *Mortgagor* grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms to *Mortgagee*, all of *Mortgagor's* estate, right, title and interest in, to and under real property in Sheridan County, Wyoming, more particularly described as:

Lot 11, Freedom Ranch Subdivision, Sheridan County, Wyoming.

Together with all improvements now or later located on the real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement of it (other than those owned by lessees of the real property) now or later affixed to, attached to, placed on, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the real property, all licenses and permits used or required in connection with the use of the real property, all leases of the real property now or later entered into and all right, title and interest of *Mortgagor* under it, including, but not limited to, all rents, issues, proceeds, and profits accruing from the real property and together with all proceeds of the conversion, voluntary or involuntary of any of the above into cash or liquidated claims, including, but not limited to, proceeds of insurance and condemnation awards (the above real property, tangible and intangible personal property referred to collectively below as the *Mortgaged Property*). *Mortgagor* grants to *Mortgagee* a security interest in the above described tangible and intangible personal property;

To hold the *Mortgaged Property*, together with all the tenements, hereditaments and appurtenances belonging to or in anyway appertaining and the reversion and reversions of it and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand, as well in law as in equity, of *Mortgagor* and to the same, and every part of it, with the appurtenances of *Mortgagor* in and to the same, and every part and parcel of it to *Mortgagee*.

Mortgagor warrants that *Mortgagor* has a good and marketable title to an indefeasible fee estate in the real property comprising the *Mortgaged Property* subject to no lien, charge or encumbrance except as *Mortgagee* has agreed to accept in writing. *Mortgagor* covenants that this mortgage is and will remain a valid and enforceable Mortgage on the *Mortgaged Property* subject only to the exceptions provided in this Mortgage. *Mortgagor* has full power and lawful authority to mortgage the *Mortgaged Property* in the manner and form used here whether intended now or intended to be done later. *Mortgagor* will preserve the title and will forever warrant and defend it to *Mortgagee* and will forever warrant and defend the validity and priority of the lien against the claims of all persons and parties;

Mortgagor will, at the cost of *Mortgagor*, and without expense to *Mortgagee*, do any acts and execute, acknowledge and deliver all deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as *Mortgagee* shall from time to time require to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms of it;

Provided, however, that if *Mortgagor* pays to *Mortgagee* the indebtedness in the principal sum of \$122,800.00 as evidenced by a promissory note (the *Note*), of even date with this Mortgage, or any renewal or replacement of the *Note*, executed by *Mortgagor* and payable to order of *Mortgagee*, with interest and on the terms as provided in it, and together with all other sums

advanced by *Mortgagee* to or on behalf of *Mortgagor* pursuant to the *Note* or this Mortgage, on or before the final maturity date of the *Note* and this Mortgage as specified in the *Note*, and shall perform all other covenants and conditions of the *Note*, all of the terms of which are incorporated by reference as though set forth fully here, and of any renewal, extension or modification of the *Note* and of this Mortgage, then this Mortgage and the estate created by it shall cease and terminate.

Mortgagor further agrees with *Mortgagee* as follows:

1. Payment of Principal and Interest

To pay all sums, including interest secured, when due, as provided for in the *Note* and any renewal, extension or modification of it and in this Mortgage, all sums to be payable in lawful money of the United States of America at *Mortgagee's* principal office mentioned above, or at any other place as *Mortgagee* may designate in writing.

2. Payment of Property Charges

To pay when due, and without requiring any notice from *Mortgagee*, all taxes, assessments of any type or nature and other charges levied or assessed against the *Mortgaged Property* or this Mortgage and produce receipts for it on demand. To immediately pay and discharge any claim, lien or encumbrance against the *Mortgaged Property* which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the *Mortgaged Property*.

3. Payment by Monthly Deposits; Acceleration

If required by *Mortgagee*, to also make monthly deposits with *Mortgagee*, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to (*e.g., one-twelfth*) _____ of the yearly taxes and assessments which may be levied against the *Mortgaged Property*, and (if so required) (*e.g., one-twelfth*) _____ of the yearly premiums for insurance on it. The amount of the taxes, assessments and premiums, when unknown, shall be estimated by *Mortgagee*. The deposits shall be used by *Mortgagee* to pay the taxes, assessments and premiums when due. Any insufficiency of an account to pay the charges when due shall be paid by *Mortgagor* to *Mortgagee* on demand. If, by reason of any default by *Mortgagor* under any provision of this Mortgage, *Mortgagee* declares all sums secured by this Mortgage to be due and payable, *Mortgagee* may then apply any funds in the account against the entire indebtedness secured by this Mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums otherwise provided in this Mortgage shall not be affected except insofar as those obligations have been met by compliance with this paragraph. *Mortgagee* may from time to time at its option waive, and after any such waiver reinstate, any or all provisions requiring the deposits, by notice to *Mortgagor* in writing. While any such waiver is in effect, *Mortgagor* shall pay taxes, assessments and insurance premiums as provided elsewhere in this Mortgage.

4. Payments Required by Subsequent Law

To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal or municipal law or regulation passed later, against *Mortgagee* on this Mortgage or the debt secured by this Mortgage, or on its interest under this Mortgage; provided, however, that the total amount paid for any taxes pursuant to this paragraph together with the interest payable on the indebtedness shall not exceed the highest lawful rate of interest in Wyoming. In the event of the passage of any such law or regulation imposing a tax or assessment against *Mortgagee* on this Mortgage or the debt secured by it, the entire indebtedness secured by this Mortgage shall become immediately due and payable at the option of *Mortgagee*.

5. Insurance

To keep the *Mortgaged Property* insured against loss or damage by fire, and all perils insured against by an extended coverage endorsement, and any other risks and perils as *Mortgagee* in its discretion may require. The policy or policies of insurance shall be in the form in general use from time to time in the locality in which the *Mortgaged Property* is situated, shall be in an amount as *Mortgagee* may reasonably require, shall be issued by a company or companies approved by *Mortgagee*, and shall contain a standard *mortgagee clause* with loss payable to *Mortgagee*. Whenever required by *Mortgagee*, the policies shall be delivered immediately to and held by *Mortgagee*. Any and all amounts received by *Mortgagee* under any of the policies may be applied by *Mortgagee* on the indebtedness secured by this mortgage in a

manner as *Mortgagee* may, in its sole discretion, elect. At the option of *Mortgagee*, the entire amount so received or any part of it may be released. Neither the application nor the release of any such amounts shall cure or waive any default. On exercise of the power of sale given in this mortgage or other acquisition of the *Mortgaged Property* or any part of it by *Mortgagee*, the policies shall become the absolute property of *Mortgagee*.

6. Written Mortgagee Consent

To first obtain the written consent of *Mortgagee*, the consent to be granted or withheld at the sole discretion of *Mortgagee*, before:

- A. Removing or demolishing any building now or erected later on the premises covered by this Mortgage;
- B. Altering the arrangement, design or structural character of it;
- C. Making any repairs which involve the removal of structural parts or the exposure of the interior of the building to the elements;
- D. Cutting or removing or permitting the cutting and removal of any trees or timber on the *Mortgaged Property*;
- E. Removing or exchanging any tangible personal property which is part of the *Mortgaged Property*; or
- F. Entering into or modifying any leases of the *Mortgaged Property*.

7. Preservation and Maintenance of Property

To maintain the *Mortgaged Property* in good condition and repair, including but not limited to the making of any repairs as *Mortgagee* may from time to time determine to be necessary for the preservation of the *Mortgaged Property* and to not commit or permit any waste. *Mortgagee* shall have the right to inspect the *Mortgaged Property* on reasonable notice to *Mortgagor*.

8. Compliance with Laws

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the *Mortgaged Property*, and not to cause or permit any violation of them.

9. Payment by Mortgagee; Subrogation

If *Mortgagor* fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment of insurance premium, or to keep the *Mortgaged Property* in repair, or commits or permits waste, or if there is commenced any action or proceeding affecting the *Mortgaged Property* or the title to it, or the interest of *Mortgagee* in it, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then *Mortgagee*, at its option, may pay the claim, lien, encumbrance, tax, assessment or premium, with right of subrogation. In addition, *Mortgagee* may make the repairs and take any steps as it deems advisable to prevent or cure the waste, and may appear in any such action or proceeding and retain counsel, and take any action as *Mortgagee* deems advisable. For any of these purposes *Mortgagee* may advance any sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary. *Mortgagee* shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction of it. *Mortgagee* shall not be held accountable for any delay in making any such payment, which may result in any additional interest, costs, charges, expenses or otherwise.

10. Moneys Advanced to Protect Security

Mortgagor will pay to *Mortgagee*, immediately and without demand, all sums of money advanced by *Mortgagee* to protect the security pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each advancement at the highest lawful rate of interest per year allowed by the law of Wyoming. All such sums and interest shall be secured by this Mortgage.

11. Valuation/Appraisement Laws Inapplicable to Security

All sums of money secured by this Mortgage shall be payable without any relief from any valuation or appraisal laws.

12. Default; Acceleration

If default is made in payment of any installment of principal or interest of the Note or any part of it when due, or in payment, when due, or any other sum secured by this Mortgage, or in performance of any of *Mortgagor's* obligations, covenants or agreements under this Mortgage, all of the indebtedness secured by it shall become and be immediately due and payable at the option of *Mortgagee*, without notice or demand, which are waived. In this event, *Mortgagee* may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Wyoming and *Mortgagor* shall pay all costs, charges and expenses, including a reasonable attorney's fee, including all costs, expenses and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured by this Mortgage shall bear interest at the highest lawful rate of interest per year allowed by the law of Wyoming from and after the date of any default of *Mortgagor*. If the *Note* provides for installment payments, *Mortgagee* may, at its option, collect a late charge as may be provided for in the *Note*, to reimburse *Mortgagee* for expenses in collecting and servicing the installment payments.

13. Remedies on Default

If default is made in payment, when due, of any indebtedness secured by this Mortgage, or in performance of any of *Mortgagor's* obligations, covenants or agreements contained in this Mortgage:

A. *Mortgagee* is authorized at any time, without notice, in its sole discretion to enter on and take possession of the *Mortgaged Property* or any part of it, to perform any acts *Mortgagee* deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits of it, including those past due and those accruing later; and

B. *Mortgagee* shall be entitled, as a matter of strict right, without notice and *ex parte*, and without regard to the value or occupancy of the security, or the solvency of *Mortgagor*, or the adequacy of the *Mortgaged Property* as security for the *Note*, to have a receiver appointed to enter on and take possession of the *Mortgaged Property*, collect the rents and profits from it and apply them as the court may direct, the receiver to have all the rights and powers permitted under the laws of Wyoming.

In either case, *Mortgagee* or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the *Mortgaged Property* and used by *Mortgagor* in the rental or leasing of the *Mortgaged Property* or any part of it. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers contained in this Mortgage shall be secured by this Mortgage. *Mortgagee* shall (after payment of all costs and expenses incurred) apply any rents, issues and profits received by it on the indebtedness secured here in the order that *Mortgagee* determines. The right to enter and take possession of the *Mortgaged Property*, to manage and operate it, and to collect the rents, issues and profits of it, whether by a receiver or otherwise, shall be cumulative to any other right or remedy described here or afforded by law, and may be exercised concurrently or independently. *Mortgagee* shall be liable to account only for the rents, issues and profits actually received by *Mortgagee*.

14. Further Security; Mortgage Options

If the indebtedness secured in this Mortgage is now or later further secured by chattel mortgages, security interest, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the *Mortgaged Property* encumbered consists of more than one parcel of real property, *Mortgagee* may at its option exhaust any one or more of the securities and security under this Mortgage, or any parcels of the security under this Mortgage, either concurrently or independently, and in such an order as it may determine.

15. Future Advances

This Mortgage shall secure not only existing indebtedness, but also any future advances, whether the advances are obligatory or to be made at the option of *Mortgagee*, or otherwise, as are made within one year from the date of this Mortgage, to the same extent as if the future advances were made on the date of the execution of this Mortgage, but the secured indebtedness shall not exceed at any time the maximum principal amount of (*e.g., as two times*) two times the amount of the *Note*, plus interest on it, and any disbursements made for the payment of taxes,

levies, or insurance, on the *Mortgaged Property*, with interest on the disbursements. Any future advances, whether obligatory or to be made at the option of *Mortgagee*, or otherwise, may be made either before or after the due date of the *Note* or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by *Mortgagor* to *Mortgagee* (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented, until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by *Mortgagee* to *Mortgagor* under this future advance clause.

16. No Waiver

No delay by *Mortgagee* in exercising any right or remedy described in this Mortgage, or otherwise afforded by law, shall operate as a waiver of that right or remedy or preclude the exercise of it during the continuance of any default under this Mortgage. No waiver by *Mortgagee* of any default shall constitute a waiver of or consent to subsequent defaults. No failure of *Mortgagee* to exercise any option given to accelerate maturity of the debt secured by this Mortgage, no forbearance by *Mortgagee* before or after the exercise of the option and no withdrawal or abandonment of foreclosure proceeding by *Mortgagee* shall be taken or construed as a waiver of its right to exercise the option or to accelerate the maturity of the debt secured this Mortgage by reason of any past, present or future default on the part of *Mortgagor*. Similarly, neither the procurement of insurance nor the payment of taxes or other liens or charges by *Mortgagee* shall be taken or construed as a waiver of its right to accelerate the maturity of the debt secured in this Mortgage.

17. Mortgagee Rights

Without affecting the liability of *Mortgagor* or any other person (except any person expressly released in writing) for payment of any indebtedness secured by this Mortgage or for performance of any obligation contained in it, and without affecting the rights of *Mortgagee* with respect to any security not expressly released in writing, *Mortgagee* may, at any time and from time to time, either before or after the maturity of the *Note*, and without notice or consent:

- A. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;
- B. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge here;
- C. Exercise or refrain from exercising or waive any right *Mortgagee* may have;
- D. Accept additional security of any kind; and
- E. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the *Mortgaged Property*.

18. Subsequent Superior Agreement

Any agreement made later by *Mortgagor* and *Mortgagee* pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. Waiver of Homestead Exemption

Mortgagor waives all right of homestead exemption, if any, in the *Mortgaged Property*.

20. Condemnation

In the event of condemnation proceedings of the *Mortgaged Property*, the award or compensation payable is assigned to and shall be paid to *Mortgagee*. *Mortgagee* shall be under no obligation to question the amount of any such award or compensation and may accept it in the amount in which it shall be paid. In any such condemnation proceedings, *Mortgagee* may be represented by counsel selected by *Mortgagee*. The proceeds of any award or compensation received, at the option of *Mortgagee*, will either be applied to the prepayment of the note and at the rate of interest provided in it, regardless of the rate of interest payable on the award by the

condemning authority, or at the option of *Mortgagee*, the award shall be paid over to *Mortgagor* for restoration of the *Mortgaged Property*.

21. Construction Advances

If *Mortgagee*, pursuant to a construction loan agreement or loan commitment made by *Mortgagee* with *Mortgagor*, agrees to make construction loan advances up to the principal amount of the *Note*, then *Mortgagor* covenants that it will comply with all of the terms, provisions and covenants of the construction loan agreement or loan commitment, will diligently construct the improvements to be built pursuant to the terms of the construction loan agreement or loan commitment, all of the terms of which are incorporated in this mortgage by reference as though set forth fully and will permit no defaults to occur and if a default shall occur, it shall constitute a default under this mortgage and the *Note*.

22. Certified Audited Statements

At the option of *Mortgagee*, *Mortgagor* shall provide *Mortgagee* with periodic certified audited statements of the operations of and the financial condition of *Mortgagor*.

23. No Assumption; Due on Sale Clause

The loan represented by this mortgage and the *Note* is personal to *Mortgagor*, and *Mortgagee* made the loan to the *Mortgagor* based on the credit of *Mortgagor* and *Mortgagee's* judgment of the ability of *Mortgagor* to repay all sums due under this Mortgage. Therefore this Mortgage may not be assumed by any subsequent holder of an interest in the *Mortgaged Property*. If all or any part of the *Mortgaged Property*, or any interest in it, is sold, conveyed, transferred (including a transfer by agreement for deed or land contract) or further encumbered by *Mortgagor* without *Mortgagee's* prior written consent, excluding the grant of any leasehold interest in the *Mortgaged Property* not containing an option to purchase, which is made in the ordinary course of *Mortgagor's* business, then *Mortgagee* may declare all sums secured by this mortgage immediately due and payable.

24. Representations and Warranties of Mortgagor

Mortgagor represents and warrants that if it is a corporation, it is duly organized and validly existing, in good standing under the laws of the state of its incorporation, has stock outstanding which has been duly and validly issued, and is qualified to do business and is in good standing in the state of Wyoming, with full power and authority to consummate the loan contemplated in this mortgage. If *Mortgagor* is a limited liability company or a partnership, it represents and warrants that it is duly formed and validly existing, and is fully qualified to do business in the state of Wyoming, with full power and authority to consummate the loan contemplated in this Mortgage.

25. Severability

If any one or more of the provisions contained in this Mortgage or in the *Note* is for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall, at the option of *Mortgagee*, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Mortgage. The total interest payable pursuant to the *note* or this *Mortgage* shall not in any one year exceed the highest lawful rate of interest permitted in Wyoming.

26. Successors and Assigns Also Bound

The covenants and agreements contained in this Mortgage shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties. Wherever used, the singular number includes the plural, the plural includes the singular, and the use of any gender applies to all genders. All covenants, agreements and undertakings shall be joint and several. If additional numbered covenants or paragraphs are for convenience inserted in this mortgage, the additional covenants shall be read and given effect as though following this covenant in consecutive order.

Mortgagor has executed this mortgage the day and year first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE ON MATURITY IS \$ 122,800.00 , TOGETHER



WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY
 MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Witness my signature this the _____ (date).

 (Printed or Typed Name of Mortgagor)

STATE OF _____
 COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and
 State, on this _____ day of _____ (Month), _____ (Year), within my jurisdiction,
 the within-named _____ (Name of Mortgagor), who
 acknowledged that he executed the above and foregoing instrument.

 NOTARY PUBLIC

My Commission Expires:

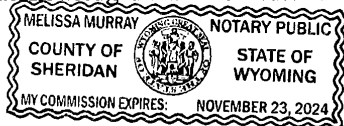
Witness my signature this the _____ (date).

Justin Bailey
 (Printed or Typed Name of Mortgagor)

Justin Bailey

STATE OF Wyoming
 COUNTY OF Sheridan

Personally appeared before me, the undersigned authority in and for the said County and
 State, on this 27 day of May (Month), 2022 (Year), within my jurisdiction,
 the within-named Justin Bailey (Name of Mortgagor), who
 acknowledged that he executed the above and foregoing instrument.



Melissa Murray
 NOTARY PUBLIC

My Commission Expires:

November 23 2024

Witness my signature this the May 27 2022 (date).

 (Printed or Typed Name of Mortgagor)

NO. 2022-781683 MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 TODD GREIG P O BOX 358
 SHERIDAN WY 82801