

After Recording Return To:  
**First Federal Savings Bank**  
46 West Brundage Street  
Sheridan, WY 82801  
April Crump



**2012-693338** 1/5/2012 4:35 PM PAGE: **10F**  
BOOK: 814 PAGE: 795 FEES: \$17.00 DR MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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## SHORT FORM MORTGAGE

### DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Master Form, and in Sections 3, 11, 13, 18, 20 and 21 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Master Form.

"Master Form" means that certain Master Form Mortgage recorded in the Office of the Recorder on **August 29, 2007 at 11:25 AM**, in **Book 29**, at **Page(s) 0402**, Notice No. 585264 for land situate in the County of **Sheridan, Wyoming**.  
[Name of Recording Jurisdiction]

(A) "Security Instrument" means this document, which is dated **December 30, 2011**, together with all Riders to this document.

(B) "Borrower" is **PERRY L. HERBST, A SINGLE PERSON**. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **First Federal Savings Bank**. Lender is a Federal Savings Association Organized and existing under the laws of The United States of America. Lender's address is **46 West Brundage, P.O. Box 6007, Sheridan, WY 82801**. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **December 30, 2011**. The Note states that Borrower owes Lender **\$219,450.00** Dollars (U.S.) plus interest. Borrower has promised to pay this debt in regular Periodic Payments (as defined in the Master Form) and to pay the debt in full not later than **January 1, 2042**.

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

(F) "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.

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

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Master Form.

### TRANSFER OF RIGHTS IN THE PROPERTY

WYOMING--Single Family--Fannie Mae/Freddie Mac SHORT FORM MORTGAGE

Form 3051-SF 7/07 (page 1 of 3 pages)

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 Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of **Sheridan**:

[Name of Recording Jurisdiction]

**See attached exhibit "A"**

which currently has the address of **55 Hidden Hills Rd, 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.

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.

#### INCORPORATION OF MASTER FORM PROVISIONS

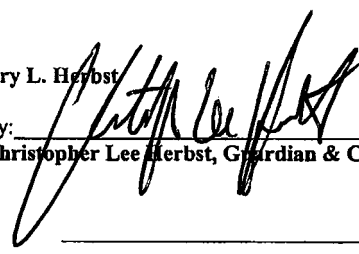
Paragraph (H) through and including paragraph (P) of the "Definitions" Section of the Master Form, and Section 1 through and including Section 24 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

Witnesses:

Perry L. Herbst

By:  (Seal)  
Christopher Lee Herbst, Guardian & Conservator

- Borrower

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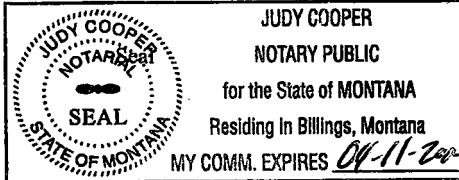
State of Montana  
County of Yellowstone ss)

The foregoing instrument was acknowledged before me by **Christopher Lee Herbst, Guardian and Conservator for Perry L. Herbst**

this 29 day of Dec 2011

Witness My Hand and Official Seal

  
Notary Public



JUDY COOPER  
Print or Type Name

My Commission Expires:

01-11-2012





**EXHIBIT A**

A tract of land situated in Section 18, Township 55 North, Range 83 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point located North 3°08' West 1077.8 feet from the SE corner of said Section 18; thence South 85°00' West 54.2 feet; thence South 52°23' West 601.5 feet; thence South 88°48' West 297.9 feet; thence South 76°07' West 567.2 feet; thence North 4°13' East 2032.0 feet to a point in the center of a reservoir; thence North 8°44' West 1483.3 feet to a point; thence South 84°43' East 1293 feet; thence South 3°36' East 1272.2 feet; thence South 3°08' East 1591.9 feet to the point of beginning, together with all improvements situate thereon.

Subject to all easements, rights of way and prior reservations of record.

ALSO including an easement for ingress and egress to said premises, said easement being 40 feet in width and the center line of said access road being described as follows:

Beginning at a point on the Westerly Right of Way line of U.S. Highway 14, said point being North 60°32' East 2913.3 feet from the SW corner of Section 17, Township 55 North, Range 83 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming; thence South 60°01' West 469.2 feet; thence South 75°00' West 788.2 feet; thence North 77°35' West 601.9 feet; thence South 85°00' West 887.7 feet; thence South 52°23' West 602.4 feet; thence South 88°48' West 303.4 feet; thence South 76°07' West 570 feet to a point of ending.