

After Recording Return To:
First Federal Savings Bank
46 West Brundage Street
Sheridan, WY 82801
Kari Ziebell

629308 MORTGAGE
BOOK 723 PAGE 0691
RECORDED 12/31/2008 AT 09:30 AM
AUDREY KOLTISKA, 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 22, 2008**, together with all Riders to this document.

(B) "Borrower" is **JOHN L. MOORE, TRUSTEE OF THE JOHN L. MOORE LIVING TRUST DATED JULY 1, 2007, AND ANY AMENDMENTS THERETO**. 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 22, 2008**. The Note states that Borrower owes Lender **\$184,360.00** 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, 2039**.

(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

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]

Lot 3, Block 2, Sherri View Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 270.

which currently has the address of **35 Sherri View Drive, 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:

John L. Moore (Seal)
John L. Moore, Trustee of the John L. Moore Living Trust dated July 1, 2007

- Borrower

[Space Below This Line For Acknowledgment]

State of Wyoming

ss)

County of Sheridan

The foregoing instrument was acknowledged before me by **JOHN L. MOORE, TRUSTEE OF THE JOHN L. MOORE LIVING TRUST DATED JULY 1, 2007, AND ANY AMENDMENTS THERETO**

this 22nd day of December, 2008

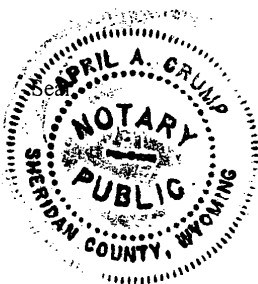
Witness My Hand and Official Seal

April A Crump
Notary Public

April A Crump
Print or Type Name

My Commission Expires:

8-18-2011



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Loan Number: 01-670421-14

MANUFACTURED HOME RIDER TO MORTGAGE, DEED OF TRUST OR OTHER SECURITY INSTRUMENT

THIS MANUFACTURED HOME RIDER is made this 22nd day of DECEMBER, 2008, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned (the "Borrower(s)") to secure Borrower's Promissory Note (or Manufactured Home Retail Installment Contract) to FIRST FEDERAL SAVINGS BANK, A FEDERAL SAVINGS ASSOCIATION (the "Note Holder") of the same date hereof (the "Note"), and relating to the property described in the Security Instrument and located at:

35 Sherri View Drive, Sheridan, Wyoming 82801

The following provisions are applicable to the Security Instrument, including those marked and completed (where applicable):

1. ☐ **DESCRIPTION OF REAL PROPERTY.** The description of the real property set forth in the Security Instrument is amended by the addition of the following:

"Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as hereinbelow described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home"):

Make: _____ Model: _____ Serial Number: _____

Year Built: _____ Length and Width: _____

☐ No Certificate of Title has been issued ☐ Certificate of Title No. _____

2. ☒ **MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY.** The Note is also secured by a security interest in favor of Note Holder in the following described manufactured home ("Manufactured Home"), which is located on the real property described in the Security Instrument:

Make: _____ Model: _____ Serial Number: _____

Year Built: _____ Length and Width: _____

☒ No Certificate of Title has been issued ☐ Certificate of Title No. _____

3. ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME.

If Paragraph 1 has been marked and completed, Borrower(s) agree(s) to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenant(s) that affixing the Manufactured Home to the real property described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

If Paragraph 2 has been marked and completed, Borrower(s) agree(s) and covenant(s) that the Manufactured Home is and shall remain personal property, severable and separate from the real property described in the Security Instrument, and agree(s) and covenant(s) not to take any action, or fail to take any action, which would result in a change in such status.

4. SECURITY AGREEMENT AND FINANCING STATEMENT. This Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under any personal property ("Personal Property") which under and within the meaning of the applicable State laws is and cannot be classified and considered real property, if any. Personal Property shall also include the Manufactured Home described in Paragraph 2 hereof, if applicable. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of the court or pursuant to a power of sale, all of the Property and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by the applicable state laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower(s) shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale or collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower(s) to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

5. RESPONSIBILITY FOR IMPROVEMENTS. Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

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6. **INVALID PROVISIONS.** If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

Executed this _____ day of _____

John L. Moore (Seal)
John L. Moore, Trustee of -Borrower
the John L. Moore Living Trust
dated July 1, 2007, and any
amendments thereto

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower