

**AFFIDAVIT CONCERNING SURVIVING SPOUSE'S HOMESTEAD RIGHT**

STATE OF WYOMING       )  
                                      : ss  
County of Sheridan       )

Robin Lee Hamilton, (herein referred to as "Affiant") after being duly sworn upon oath, does depose and say:

1. This Affidavit relates to the property that is described on Exhibit A, which is attached hereto.

2. Lee W. Hamilton, a resident of Dayton, Sheridan County, Wyoming, owned a home and land located in Dayton, Sheridan County, Wyoming, which is described on Exhibit A, which is attached hereto.

3. On May 13, 2011, Lee W. Hamilton executed and delivered a Warranty Deed in which he conveyed the property described in Exhibit A from himself to himself and his son, Brian L. Hamilton, as joint tenants with right of survivorship. Said Warranty Deed was recorded in the office of the Sheridan County Clerk and Recorder on May 13, 2011, in Book 525 of Deeds at page 167. A copy of the Warranty Deed is attached hereto as Exhibit B.

4. Affiant was married to Lee W. Hamilton on July 11, 2011, and was married to him continuously until his death. A copy of their Marriage Certificate is attached hereto as Exhibit C.

5. Affiant and Lee W. Hamilton lived together for many years both before and after their marriage. Both of them had been married before and had children by their previous marriage. Affiant and Lee W. Hamilton did not have any children together. Lee W. Hamilton's children are Brian L. Hamilton and Brandi J. Miller. Affiant and Lee W.



Hamilton resided in the property that is described in Exhibit A for more than thirty (30) years. During part of that time, Lee W. Hamilton's children, Brian L. Hamilton and Brandi J. Miller, also lived on the property.

6. Affiant and Lee W. Hamilton never entered into a prenuptial agreement or any other agreement, written or otherwise, which in any way affected their spousal rights in the separate property of either one of them.

7. During the entire time that Affiant was married to Lee W. Hamilton, she and the said Lee W. Hamilton resided in the home that he owned which is described on Exhibit A.

8. In November of 2019, Lee W. Hamilton borrowed money from Cowboy State Bank. The real estate records of Sheridan County, Wyoming, indicate that Lee W. Hamilton and his son, Brian Hamilton, gave the Cowboy State Bank a mortgage to secure repayment of the loan. The mortgage was recorded in the office of the Sheridan County Clerk on November 22, 2019. The mortgage identifies Lee W. Hamilton as a single man, although that clearly was not accurate. Affiant was not asked to sign the mortgage or waive her homestead right, and she never did anything to waiver her homestead right. A copy of said Mortgage is attached hereto as Exhibit D.

9. On October 24, 2023, Lee W. Hamilton went to Gillette to talk to an attorney. Affiant did not go along and was not present at the meeting with the attorney.

10. At the meeting in Gillette on October 24, 2023, Brian L. Hamilton signed a Quitclaim Deed in which he conveyed his interest in the property described in Exhibit A to Lee W. Hamilton, and on the same date, Lee W. Hamilton signed a Transfer on





Death Deed in which he deeded the property to his two children, Brian L. Hamilton and Brandi J. Miller.

11. When Lee W. Hamilton returned from his trip to Gillette, he presented a copy of the Transfer on Death Deed to Affiant that he had signed and that contained a 4th page that was a waiver of her homestead right in the property described in Exhibit A. Lee W. Hamilton requested that she sign the waiver of homestead. A copy of the document that was presented to her is attached hereto as Exhibit E.

12. Affiant did not know what the legal effect of the document was and asked for an explanation. She was not given an explanation and instead was told to just sign the document. She asked if she should take the document to an attorney for explanation and was told not to take it to an attorney. Consequently, she did not sign it.

13. The real estate records of Sheridan County, Wyoming, reflect that on November 17, 2023, the Quitclaim Deed from Brian L. Hamilton to Lee W. Hamilton, which is referred to above, was recorded in the office of the Sheridan County Clerk. A copy of the said Quitclaim Deed is attached hereto as Exhibit F.

14. The real estate records of Sheridan County, Wyoming reflect that after Affiant refused to sign the waiver of homestead, the fourth page of the Transfer on Death Deed that had been presented to her for signature was removed, and on December 7, 2023, the Transfer on Death Deed without the fourth page was recorded in the office of the Sheridan County Clerk. A copy of the recorded Transfer on Death Deed is attached hereto as Exhibit G.

15. Lee W. Hamilton died on October 11, 2024. A copy of his Death Certificate is attached hereto as Exhibit H.



16. The court records of Sheridan County, Wyoming, reflect that on October 24, 2023, when Lee W. Hamilton went to Gillette, he also signed a Last Will and Testament. After his death his Last Will and Testament was filed without probate in the office of the Sheridan County Clerk of Court and was assigned file number 2024 CV-0000308. A copy of the Last Will and Testament of Lee W. Hamilton is attached hereto as Exhibit I.

17. In the Last Will and Testament of Lee W. Hamilton, he left his household furnishings to Affiant, his wife, and all the rest of his estate to his two children, Brian L. Hamilton and Brandi J. Hamilton. See Article Four, Sections 1, 3 and 4 on page 4-3 of said Last Will and Testament. The Last Will and Testament does not make any provision for the support of the decedent's surviving spouse.

18. The estate of Lee W. Hamilton included the household furnishings referred to in his Last Will and Testament, which have a probable value of \$3,000 to \$5,000. The estate also included the home that is described on Exhibit A. The records of the Sheridan County Assessor indicate that the actual value of the said home in 2024, was \$357,182. A copy of the Sheridan County Assessor's record showing such value is attached hereto as Exhibit J. There may be other assets in the estate of Lee W. Hamilton, which Affiant does not have a list of. The Last Will and Testament of Lee W. Hamilton does deprive his surviving spouse of more than one-fourth (1/4) of his estate, and Affiant has a right to take her elective share instead of the share left to her by the Last Will and Testament.

19. Brian L. Hamilton and Brandi J. Miller were nominated as the Personal Representatives of the estate of Lee W. Hamilton. The nomination is contained in Article

Two on page 3-1 of the Last Will and Testament No petition to probate the Last Will and Testament of Lee W. Hamilton has been filed in any jurisdiction to the best knowledge of the Affiant, and no Personal Representative has been appointed as of the filing of this Affidavit. Affiant, being the surviving spouse, has a right to have the Will admitted to probate and the estate of Lee W. Hamilton administered under Wyoming law to establish the extent and amount of her rights under Wyoming law, including her right to the homestead exemption, the right to family support and her right to take the elective share of a surviving spouse instead of the share left to her under the Last Will and Testament of Lee W. Hamilton.

20. The real estate records of Sheridan County, Wyoming indicate that after the death of Lee W. Hamilton, Brian L. Hamilton filed an Affidavit Affecting Title to Real Property, which states that the home described in Exhibit A is transferred to Brian L. Hamilton and Brandi J. Hamilton by operation of law. The said Affidavit was recorded in the office of the Sheridan County Clerk on November 20, 2024. A copy of said Affidavit is attached hereto as Exhibit K.

21. The said Affidavit Affecting Title to Real Property states in paragraph 7 that the property will be transferred subject to the mortgage with Cowboy State Bank. Said affidavit does not mention Affiant's rights under the law as the surviving spouse to the homestead, family support or the spousal elective share, all of which Brian L. Miller and Brandi J. Miller had constructive notice of.

22. As of the date of this Affidavit, Affiant has not been paid for her homestead right in the property described in Exhibit A, nor has she done anything to waive such right.

23. Following the filing of the Affidavit Affecting Title to Real property referred to above, Brian L. Hamilton told Affiant that that he and Brandi J. Miller now owned the home described in Exhibit A and that she had to leave the home by April 30, 2025. Affiant did vacate the home, but did not do so willingly and refused to sign a document that Brian L. Hamilton had presented to her which said that she agreed to move.

24. Following the filing of the Affidavit Affecting Title to Real property referred to above, Brian L. Hamilton told Affiant that the home described on Exhibit A was going to be sold and that she should appear at the closing to pick up her money. He has since refused to tell her when or where the closing will occur.

25. Further Affiant sayeth not.

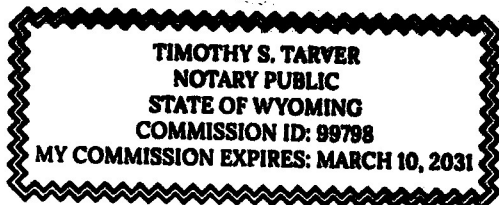
Dated this 10<sup>th</sup> day of April, 2025.

Robin Lee Hamilton  
Robin Lee Hamilton

STATE OF WYOMING           )  
  : ss.  
County of Sheridan         )

The above and foregoing Affidavit Concerning Surviving Spouse's Homestead Right was signed and acknowledged before me this 10<sup>th</sup> day of April, 2025, by Robin Lee Hamilton.

WITNESS my hand and official seal.



[Signature]  
Notary Public

EXHIBIT "A"

EXHIBIT

A

Parcel 1

A tract of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$ , and Lot No. 3, Lot No. 1 of Block No. 16, and Lot No. 18 of Block 15, not heretofore vacated, in Walling's Addition to the Town of Dayton, Wyoming, Sheridan County, Wyoming, all in Section 32, Township 57 North, Range 86 West, of the 6th P.M., described as follows:

Beginning at the Southeast corner of Lot No. 17 of said Block No. 15, thence North 50 feet to a point, thence East 224.4 feet to a point on the West Right of Way of a County Road, thence S. 12°23' E., 120.7 feet to a point, thence S. 83°15' W., 397 feet to a point, thence North 112.9 feet to the Southwest corner of said Lot No. 17, thence East 145 feet to the point of beginning.

EXCEPT the following described tract, to-wit: Beginning at a point located on the East boundary line of Lot No. 18 of Block No. 15, not heretofore vacated in Walling's Addition to the Town of Dayton, Wyoming, Sheridan County, Wyoming, all in Section 32, Township 57 North, Range 86 West, said point being located 50 feet North of the Southeast corner of said Lot 18, thence East 63.4 feet, more or less, to a point on the West right of way of the County Road, thence S. 12°23' East, 30 feet to a point, thence West to the East boundary line of said Lot 18, thence North to the point of beginning.

Said Lots situated in NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 32, Township 57 North, Range 86 West of the Sixth Principal Meridian, Sheridan County, Wyoming.

## EXHIBIT "A" continued

Parcel 2

That portion of Tenth Avenue, commencing at a point being the southern extension of the west boundary line of Lot 17 in Block 15 of said addition, running thence in an easterly direction and terminating at a point on the west right-of-way of the County Road and also that certain 16 foot wide alley running in a northerly direction from said Tenth Avenue, more particularly described as follows:

Commencing at a point being the eastern extension of the south boundary line of Lot 18 in Block 15 of said addition, running thence in a northerly direction 50 feet to a point and terminating at said point, all in Walling's Addition to the Town of Dayton, Sheridan County, Wyoming.

Parcel 3

A 30 foot wide roadway, the centerline of which is described as follows:

Beginning at a point on the Westerly right-of-way line of the Wolf Creek County Road, which point is located South 15 feet and East 89.9 feet, more or less, from the Southeast corner of Lot 18, Block 15, Wallings Addition to the Town of Dayton, Wyoming; thence West 219.9 feet; thence North 65 feet, more or less, to the South property line of the tract of land in Lots 17 and 18 of Walling's Addition.

WITNESS my hand this 22<sup>nd</sup> day of November, 1988.

## WARRANTY DEED


Lee W. Hamilton, a single person, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to Lee W. Hamilton, a single person, and Brian L. Hamilton, a married person acting in his sole and separate interest, together as joint tenants with rights of survivorship, GRANTEES, whose address is P.O. Box 11, <sup>Payton 82256</sup> Sheridan, WY 82801 the following described real estate, situate in Sheridan County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, more particularly described as follows:

See EXHIBIT "A" attached hereto and incorporated herein;

TOGETHER WITH all improvements, hereditaments and appurtenances thereunto belonging to or appertaining thereto, all in their present condition;

SUBJECT TO all exceptions, reservations, rights-of-way, easements, covenants restrictions, and rights of record and subject of any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.


WITNESS my hand this 13<sup>th</sup> day of May, 2011.

  
Lee W. Hamilton

STATE OF WYOMING     )  
                                  )ss.  
COUNTY OF SHERIDAN    )

This instrument was acknowledged before me on the 13<sup>th</sup> day of May, 2011 by Lee W. Hamilton.

WITNESS my hand and official seal.

  
Notary Public

My commission expires: 12-13-2014



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FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

2011-688089 5/13/2011 3:34 PM PAGE: 1 OF 3  
BOOK: 525 PAGE: 167 FEES: \$14.00 DR WARRANTY DEED  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A"

Parcel 1

A tract of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$ , and Lot No. 3, Lot No. 1 of Block No. 16, and Lot No. 18 of Block 15, not heretofore vacated, in Walling's Addition to the Town of Dayton, Wyoming, Sheridan County, Wyoming, all in Section 32, Township 57 North, Range 86 West, of the 6th P.M., described as follows:

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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BOOK: 525 PAGE: 168 FEES: \$14.00 DR. WARRANTY DEED  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



EXHIBIT "A" continued

Parcel 2

That portion of Tenth Avenue, commencing at a point being the southern extension of the west boundary line of Lot 17 in Block 15 of said addition, running thence in an easterly direction and terminating at a point on the west right-of-way of the County Road and also that certain 16 foot wide alley running in a northerly direction from said Tenth Avenue, more particularly described as follows:


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Parcel 3

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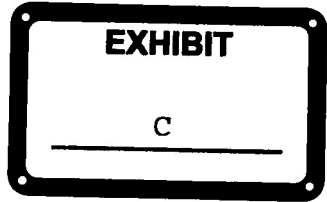
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WITNESS my hand this 22<sup>nd</sup> day of November, 1988.

  
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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
2011-688089 5/13/2011 3:34 PM PAGE: 3 OF 3  
BOOK: 525 PAGE: 169 FEES: \$14.00 DR WARRANTY DEED  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2011-688089 WARRANTY DEED**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY

STATE OF NEVADA } SS.  
CARSON CITY }



State of Nevada  
**Marriage Certificate**  
140977

RECORDED

2011 JUL 14 PM 3:19  
ALAN OLIVER  
CARSON CITY  
CLERK RECORDER BY dh

**GROOM PERSONAL DATA**

Name of Groom—First Name	Middle Name	Last Name	Date of Birth—Month-Day-Year	Age
LEE	WAYNE	HAMILTON	4/18/1951	60
Residence of Groom—City or Town	State	Birthplace—State or Foreign Country		
DAYTON	WY	WY		
Number of this marriage	If previously married—last marriage ended by	Where	When	
02	Divorce <input checked="" type="checkbox"/> Annulment	SHERIDAN CO WY	1984	
Name of Father of Groom	Birthplace of Father	Maiden Name of Mother of Groom	Birthplace of Mother	
LLOYD HAMILTON	MO	EMMA B WILLIAMS	WY	

**BRIDE PERSONAL DATA**

Name of Bride—First Name	Middle Name	Last Name	Date of Birth—Month-Day-Year	Age
ROBIN	LEE	GOODRICH	2/09/1959	52
Residence of Bride—City or Town	State	Birthplace—State or Foreign Country		
DAYTON	WY	MN		
Number of this marriage	If previously married—last marriage ended by	Where	When	
02	Divorce <input checked="" type="checkbox"/> Annulment	SHERIDAN CO WY	1987	
Name of Father of Bride	Birthplace of Father	Maiden Name of Mother of Bride	Birthplace of Mother	
ROBERT PELAVIA	MN	ELIZABETH ANDERSON	MN	

**GROOM** (signature) *Lee Wayne Hamilton*  
I certify that the above named persons were married at 885 E. MUSSER ST. (LOCATION)  
CARSON CITY (TOWN) 7-6 (DATE) 20 11

Witnesses *James L. Goodrich*  
*Dorinda Hamilton*

*Robert J. Goodrich*  
Signature of person performing marriage  
Print name in black ink *Robert J. Goodrich*

Official title of person performing the marriage



MAILING ADDRESS OF GROOM AND BRIDE  
M/M LEE W HAMILTON  
ROBIN L GOODRICH  
P O BOX 11  
DAYTON WY 82836

THIS CERTIFICATE MUST BE PRESENTED TO THE CARSON CITY RECORDER WITHIN 10 DAYS  
885 E. MUSSER STREET, SUITE 1025, CARSON CITY, NV 89701

*Alan Oliver*  
Carson City Clerk - Recorder

## RECORDATION REQUESTED BY:

COWBOY STATE BANK  
515 US HWY 14  
PO BOX 789  
RANCHESTER, WY 82839

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

2019-754188 11/22/2019 9:46 AM PAGE: 1 OF 6  
BOOK: 1017 PAGE: 561 FEES: \$27.00 SM MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## WHEN RECORDED MAIL TO:

COWBOY STATE BANK  
515 US HWY 14  
PO BOX 789  
RANCHESTER, WY 82839

## SEND TAX NOTICES TO:

COWBOY STATE BANK  
515 US HWY 14  
PO BOX 789  
RANCHESTER, WY 82839

FOR RECORDER'S USE ONLY

## MORTGAGE

**MAXIMUM LIEN.** The lien of this Mortgage shall not exceed at any one time \$67,000.00.

**THIS MORTGAGE** dated November 14, 2019, is made and executed between **PARCEL 1: LEE W. HAMILTON, A SINGLE PERSON AND BRIAN L. HAMILTON, A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY; PARCEL 2: LEE W. HAMILTON, A SINGLE PERSON** (referred to below as "Grantor") and **COWBOY STATE BANK**, whose address is 515 US HWY 14, PO BOX 789, RANCHESTER, WY 82839 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **SHERIDAN County, State of Wyoming:**

**PARCEL 1:**

**A TRACT OF LAND SITUATED IN THE N½SE¼, AND LOT NO. 3, LOT NO. 1 OF BLOCK NO. 16, AND LOT NO. 18 OF BLOCK 15, NOT HERETOFORE VACATED, IN WALLING'S ADDITION TO THE TOWN OF DAYTON, WYOMING, SHERIDAN COUNTY, WYOMING, ALL IN SECTION 32, TOWNSHIP 67 NORTH, RANGE 86 WEST, OF THE 6TH P.M. DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF LOT NO. 17 OF SAID BLOCK 15, THENCE NORTH 50 FEET TO A POINT, THENCE EAST 224.4 FEET TO A POINT ON THE WEST RIGHT OF WAY OF A COUNTY ROAD, THENCE S.12°23'E., 120.7 FEET TO A POINT, THENCE S.83°15'W., 397 FEET TO A POINT, THENCE NORTH 112.9 FEET TO THE SOUTHWEST CORNER OF SAID LOT NO. 17, THENCE EAST 146 FEET TO THE POINT OF BEGINNING.**

**EXCEPT THE FOLLOWING DESCRIBED TRACT, TO-WIT: BEGINNING AT A POINT LOCATED ON THE EAST BOUNDARY LINE OF LOT NO. 18 OF BLOCK NO. 15, NOT HERETOFORE VACATED IN WALLING'S ADDITION TO THE TOWN OF DAYTON, WYOMING, SHERIDAN COUNTY, WYOMING, ALL IN SECTION 32, TOWNSHIP 67 NORTH, RANGE 86 WEST, SAID POINT BEING LOCATED 50 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18, THENCE EAST 63.4 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY OF THE COUNTY ROAD, THENCE S.12°23' EAST, 30 FEET TO A POINT, THENCE WEST TO THE EAST BOUNDARY LINE OF SAID LOT 18, THENCE NORTH TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED TO PAUL J. JOLOVICH AND DONNA M. JOLOVICH AS CONTAINED IN QUITCLAIM DEED RECORDED AUGUST 18, 1994, BOOK 368, PAGE 196.**

**PARCEL 2:**

**THE SOUTH 50 FEET OF LOT 17, BLOCK 15 OF THE WALLING'S ADDITION TO THE TOWN OF DAYTON, SHERIDAN COUNTY, WYOMING.**

**EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED TO BRIAN L. HIATT AND MARIANNE HIATT AS CONTAINED IN QUITCLAIM DEED RECORDED AUGUST 15TH, 1994, BOOK 368, PAGE 198.**

The Real Property or its address is commonly known as 1030 BECKTON ST, DAYTON, WY 82836. The Real Property tax identification number is 0000000905.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by



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Loan No: 2019085

FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Page 2

this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wyoming law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be



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Loan No: 2019085

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Impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Borrower's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

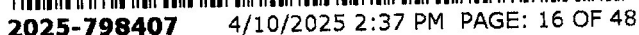
**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of





**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designees, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the indebtedness when due, terminates the credit line account, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter but subject to any limitation in the Credit Agreement or any limitation in this Mortgage, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Nonjudicial Sale.** Lender may foreclose Grantor's interest in all or in any part of the Property by non-judicial sale, and specifically by "power of sale" or "advertisement and sale" foreclosure as provided by statute.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near



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the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**CHOICE OF VENUE.** If there is a lawsuit, you agree upon our request to submit to the jurisdiction of the courts of the State of Wyoming.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Wyoming.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Mortgage are prior to Grantor's rights while this Mortgage remains in effect.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Wyoming as to all indebtedness secured by this Mortgage.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means LEE W. HAMILTON and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated November 14, 2019, with credit limit of \$67,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means LEE W. HAMILTON and BRIAN L. HAMILTON.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means COWBOY STATE BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all acccessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.



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Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

  
LEE W. HAMILTON

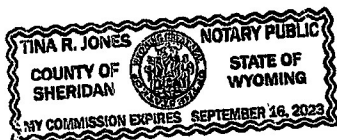
  
BRIAN L. HAMILTON

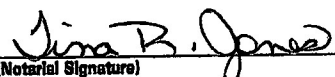
### INDIVIDUAL ACKNOWLEDGMENT

State of WYOMING

County of SHERIDAN

This instrument was acknowledged before me on 11-14-2019 (date) by LEE W. HAMILTON and BRIAN L. HAMILTON.



  
(Notarial Signature)

My commission expires: 9-16-2023

**NO. 2019-754188 MORTGAGE**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
COWBOY STATE BANK P O BOX 789  
RANCHESTER WY 82839



## TRANSFER ON DEATH DEED

EXHIBIT

E

I, **LEE W. HAMILTON**, a married man dealing in his sole and separate property, *Grantor*, of P.O. Box 11, Dayton, Wyoming 82836, hereby convey in equal shares to **BRIAN L. HAMILTON**, a married man dealing in his sole and separate property, of 41 Willow Street, Gillette, Wyoming 82716 and **BRANDI J. MILLER**, a married woman dealing in her sole and separate property, of 4520 Running W Drive, Apt. 102 Gillette, WY 82718, *Grantee Beneficiaries*, effective upon my death, the following described real property:

See EXHIBIT "A" attached hereto and incorporated herein;

If any of the *Grantee Beneficiaries* die before the *Grantor* dies, the conveyance to that *Grantee Beneficiary* must become part of the Estate of that *Grantee Beneficiary*. Grantor may revoke this *Transfer on Death Deed* by filing a revocation in the records of the Sheridan County Clerk's Office before the death of Grantor.

DATED this 24<sup>th</sup> day of October, 2023.

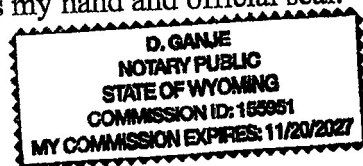
GRANTOR:

  
LEE W. HAMILTON

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF CAMPBELL )

The foregoing *Transfer on Death Deed* was acknowledged before me by **LEE W. HAMILTON**, Grantor, this 24<sup>th</sup> day of October, 2023.

Witness my hand and official seal.




  
Notary Public  
My Commission Expires: 11/20/2027

EXHIBIT "A"

Parcel 1

A tract of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$ , and Lot No. 3, Lot No. 1 of Block No. 16, and Lot No. 18 of Block 15, not heretofore vacated, in Walling's Addition to the Town of Dayton, Wyoming, Sheridan County, Wyoming, all in Section 32, Township 57 North, Range 86 West, of the 6th P.M., described as follows:

Beginning at the Southeast corner of Lot No. 17 of said Block No. 15, thence North 50 feet to a point, thence East 224.4 feet to a point on the West Right of Way of a County Road, thence S. 12°23' E., 120.7 feet to a point, thence S. 83°15' W., 397 feet to a point, thence North 112.9 feet to the Southwest corner of said Lot No. 17, thence East 145 feet to the point of beginning.

EXCEPT the following described tract, to-wit: Beginning at a point located on the East boundary line of Lot No. 18 of Block No. 15, not heretofore vacated in Walling's Addition to the Town of Dayton, Wyoming, Sheridan County, Wyoming, all in Section 32, Township 57 North, Range 86 West, said point being located 50 feet North of the Southeast corner of said Lot 18, thence East 63.4 feet, more or less, to a point on the West right of way of the County Road, thence S. 12°23' East, 30 feet to a point, thence West to the East boundary line of said Lot 18, thence North to the point of beginning.

Said Lots situated in NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 32, Township 57 North, Range 86 West of the Sixth Principal Meridian, Sheridan County, Wyoming.



2025-798407 4/10/2025 2:37 PM PAGE: 20 OF 48  
FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A" continued

Parcel 2

That portion of Tenth Avenue, commencing at a point being the southern extension of the west boundary line of Lot 17 in Block 15 of said addition, running thence in an easterly direction and terminating at a point on the west right-of-way of the County Road and also that certain 16 foot wide alley running in a northerly direction from said Tenth Avenue, more particularly described as follows:

Commencing at a point being the eastern extension of the south boundary line of Lot 18 in Block 15 of said addition, running thence in a northerly direction 50 feet to a point and terminating at said point, all in Walling's Addition to the Town of Dayton, Sheridan County, Wyoming.

Parcel 3

A 30 foot wide roadway, the centerline of which is described as follows:

Beginning at a point on the Westerly right-of-way line of the Wolf Creek County Road, which point is located South 15 feet and East 89.9 feet, more or less, from the Southeast corner of Lot 18, Block 15, Wallings Addition to the Town of Dayton, Wyoming; thence West 219.9 feet; thence North 65 feet, more or less, to the South property line of the tract of land in Lots 17 and 18 of Walling's Addition.

WITNESS my hand this 22nd day of November, 1988.



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FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**ROBIN HAMILTON** hereby expressly releases and waives all rights in the above-described property under the homestead exemption laws of the State of Wyoming.

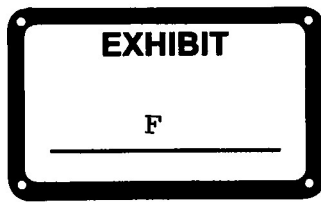
\_\_\_\_\_  
**ROBIN HAMILTON**

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing *Transfer on Death Deed* was acknowledged before me by **ROBIN HAMILTON**, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



2023-788897 11/17/2023 9:21 AM PAGE: 1 OF 3  
FEES: \$18.00 PK QUITCLAIM DEED  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

QUITCLAIM DEED

BRIAN L. HAMILTON, a married man dealing in his sole and separate property, of 41 Willow Street, Gillette, Wyoming 82716, **Grantor**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and by these presents conveys and quitclaims to LEE W. HAMILTON, a married man dealing in his sole and separate property, of P.O. Box 11, Dayton, Wyoming 82836, **Grantee**, any and all interest in and to that certain real property situated in the County of Sheridan, State of Wyoming, and more particularly described as follows, to-wit:

See EXHIBIT "A" attached hereto and incorporated herein;

SUBJECT to all easements, reservations, restrictions, and encumbrances of record.

DATED this 24<sup>th</sup> day of October, 2023.

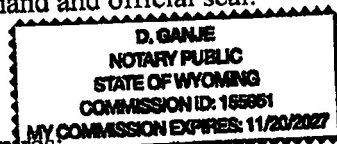
GRANTOR:

BRIAN L. HAMILTON

STATE OF WYOMING     )  
                                      ) SS.  
COUNTY OF CAMPBELL )

The foregoing *Quitclaim Deed* was acknowledged before me October 24<sup>th</sup>, 2023, by BRIAN L. HAMILTON.

Witness my hand and official seal.



My Commission Expires

11/20/2027

Notary Public



2025-798407 4/10/2025 2:37 PM PAGE: 23 OF 48  
FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A"

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Said Lots situated in NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 32, Township 57 North, Range 86 West of the Sixth Principal Meridian, Sheridan County, Wyoming.



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FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

2023-788897 11/17/2023 9:21 AM PAGE: 2 OF 3  
FEES: \$18.00 PK QUITCLAIM DEED  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A" continued

Parcel 2

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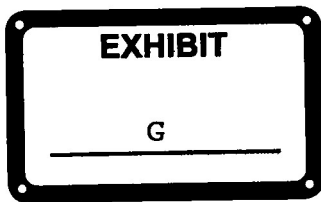
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WITNESS my hand this 22<sup>nd</sup> day of November, 1988.

  
2025-798407 4/10/2025 2:37 PM PAGE: 25 OF 48  
FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

2023-788897 11/17/2023 9:21 AM PAGE: 3 OF 3  
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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2023-788897 QUITCLAIM DEED**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
LUBNAU LAW OFFICE PC P O BOX 1028  
GILLETTE WY 82717



2023-789234 12/7/2023 11:01 AM PAGE: 1 OF 3  
FEES: \$18.00 PK TRANSFER ON DEATH DEED  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## TRANSFER ON DEATH DEED

I, **LEE W. HAMILTON**, a married man dealing in his sole and separate property, *Grantor*, of P.O. Box 11, Dayton, Wyoming 82836, hereby convey in equal shares to **BRIAN L. HAMILTON**, a married man dealing in his sole and separate property, of 41 Willow Street, Gillette, Wyoming 82716 and **BRANDI J. MILLER**, a married woman dealing in her sole and separate property, of 4520 Running W Drive, Apt. 102 Gillette, WY 82718, *Grantee Beneficiaries*, effective upon my death, the following described real property:

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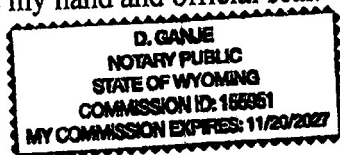
GRANTOR:

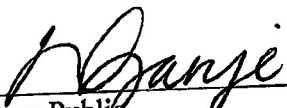
  
LEE W. HAMILTON

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF CAMPBELL )

The foregoing *Transfer on Death Deed* was acknowledged before me by **LEE W. HAMILTON**, Grantor, this 24<sup>th</sup> day of October, 2023.

Witness my hand and official seal.



  
Notary Public  
My Commission Expires: 11/20/2027


  
2025-798407 4/10/2025 2:37 PM PAGE: 26 OF 48  
FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



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EXHIBIT "A" continued

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WITNESS my hand this 22<sup>nd</sup> day of November, 1988.

  
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**NO. 2023-789234 TRANSFER ON DEATH DEED**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
LUBNAU LAW OFFICE PC P O BOX 1028  
GILLETTE WY 82717

# STATE OF WYOMING

CERTIFICATION OF VITAL RECORD

## DEPARTMENT OF HEALTH

### CERTIFICATE OF DEATH

**Decedent:**  
**Name:** Lee Wayne Hamilton  
**Sex:** Male  
**Date of Birth:** April 18, 1951  
**State File Number:** 2024-003947  
**Social Security Number:** 520-58-9029  
**Age at the Time of Death:** 73 years  
**Date and Place of Death:**  
**Date of Death:** October 11, 2024  
**City of Death:** Dayton  
**Location:** 1020 Beckton St  
**County of Death:** Sheridan

#### Additional Decedent Information:

**Place of Birth:** Sheridan, Wyoming  
**Residence:** Dayton, Wyoming  
**Marital Status:** Married - Robin L Pelava  
**Armed Forces:** No  
**Name of Father:** Lloyd Hamilton  
**Name of Mother:** Emma B Williams  
**Informant:** Robin L Hamilton

**Relationship:** Wife

#### Disposition:

**Method of Disposition:** Cremation  
**Place of Disposition:** Sheridan - Johnson County Cremation Services, Buffalo, Wyoming

#### Funeral Home or Facility:

**Facility:** Sheridan Funeral Home and Cremations, Sheridan, Wyoming

#### Cause of Death:

The immediate cause is listed on the first line followed by any underlying causes.

- (a) Acute Respiratory Distress
- (b) Stage IV Lung Cancer

**Interval:**  
**Minutes**  
**Years**

**Other Significant Conditions:**

Saddle Pulmonary Embolus

**Manner of Death:**

Natural Death

**Time of Death:**

Approximate 05:51 ±2hrs

#### Certifier:

**Type:** Coroner  
**Name:** Robert Byrd, Coroner  
**Address:** 1604 North Main St, Sheridan, WY, 82801

**Date Filed:** October 15, 2024



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 FEES: \$153.00 SM AFFIDAVIT - LEGAL  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



\* 001501355 \*

This is a true certification of the document on file in the office of Vital Statistics  
 Services, Cheyenne, Wyoming.

**DATE ISSUED:** October 16, 2024

This copy is not valid unless prepared on paper with an engraved border.

*Kyndra Herrera*  
 Kyndra Herrera  
 Deputy State Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE


**COPY**

2024-CV-308

**EXHIBIT**

I

**This**  
**LAST WILL AND TESTAMENT**  
**prepared for**  
**LEE W. HAMILTON**

  
**2025-798407** 4/10/2025 2:37 PM PAGE: 30 OF 48  
FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**Lubnau Law Office, PC**  
**300 S. Gillette Ave., Ste. 2000**  
**Gillette, Wyoming 82716**  
**(307) 682-1313**

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**EXHIBIT**

B

# LAST WILL AND TESTAMENT OF LEE W. HAMILTON

## Table of Contents

Article One	Introductory Provisions.....	1-1
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Article Four	Distributions to Beneficiaries .....	4-1
Article Five	Lack of Designated Beneficiaries .....	5-1
Article Six	Powers of My Personal Representative .....	6-1
Article Seven	Other Provisions.....	7-1

  
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FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

I, LEE W. HAMILTON, the Testator, a resident of Dayton, Wyoming, declare that this is my Last Will and Testament. I hereby revoke all of my previous wills and codicils.

## Article One - Introductory Provisions

### Section 1. My Family

All references to "children" are to (i) all of the children so identified in this Section 1 (subject to the exclusion of any child under subsequent provisions of this Section 1), (ii) any children conceived by me and my spouse but not yet born at the time of the execution of my Will, and (iii) any children conceived or adopted by me subsequent to the execution of my Will and prior to my death.

#### a. Marital Status

I am presently married and the name of my Spouse is ROBIN L. HAMILTON.

#### b. My Children

The name and birth date of my child is as follows:

Name

Birth Date

BRIAN L. HAMILTON  
BRANDI J. MILLER


January 9, 1974  
February 25, 1977

#### c. Deceased Children

I have one deceased child, DENNIS L. HAMILTON. For purposes of my estate plan, it shall be treated as though DENNIS L. HAMILTON predeceased me leaving no heirs.

### Section 2. Citizenship of Testator

LEE W. HAMILTON is a citizen of the United States of America.

  
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FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Last Will of LEE W. HAMILTON

## Article Two - Fiduciaries

### Section 1. Nomination of My Personal Representative

I appoint the following to be my Personal Representative(s) in the order of priority in which their names appear:

BRIAN L. HAMILTON and BRANDI J. MILLER

If, for any reason, the Personal Representatives named above are unable or unwilling to serve, the next successor Personal Representative(s) shall serve in the order of priority listed until the list has been exhausted. Unless otherwise specified, if Co-Personal Representatives are serving, the next named successor Personal Representative(s) shall serve only after all of the Co-Personal Representatives initially fail or thereafter cease to act as Personal Representatives.

### Section 2. Nomination of Guardian

I have no minor children.

### Section 3. Waiver of Bond

No bond or undertaking shall be required of any Fiduciary appointed in my Will.

## Article Three- Administration at My Death

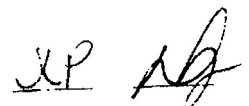
### Section 1. Personal Representative's Payment of Debts and Taxes

After my death, unless other provision for payment has been made, my Personal Representative shall pay all or any part of the following expenses, debts, claims and taxes from my Estate:

- a. Final medical expenses and all funeral costs;
- b. Legally enforceable claims against me;
- c. Reasonable expenses of administration of my Estate or those attributable to the distribution of any bequest;
- d. Any allowances mandated by a court of competent jurisdiction to those dependent upon me;
- e. Any estate, inheritance, succession, generation-skipping transfer, or similar taxes payable by reason of my death; and
- f. Any penalties or interest on any of the above expenses, claims, debts or taxes owed by me or my Estate.



Last Will of LEE W. HAMILTON



## **Section 2. Tax Elections**

My Personal Representative, with regard to the payment of any income tax, gift tax, estate tax, inheritance tax, generation-skipping transfer tax or any other tax due because of my death, shall have the right to make any available elections allowed under the law or to sign and file any tax returns. The decision of my Personal Representative as to all available tax elections (including but not limited to the election whether to deduct certain administrative expenses for income tax or for estate tax purposes) shall be conclusive on all concerned. My Personal Representative shall be under no liability to any person for any election made. In addition, no compensating adjustments in the amount of any gift under this Will shall be made as a result of any such election made by my Personal Representative, nor shall any person be entitled to a right of reimbursement with respect to the economic consequences of any such election.

## **Section 3. Payment of Death Taxes, Claims and Expenses**

### **a. Payment Out of Estate Property**

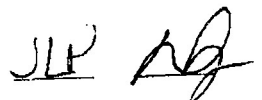
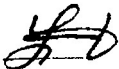
All death taxes, claims and expenses payable under the provisions of this Article may be paid by my Personal Representative out of my Estate except as specifically provided for elsewhere in my Will. Such payments may be allocated, partly or wholly, in my Personal Representative's discretion, to income or principal; but, to income only to the extent such allocation does not constitute a bequest that would otherwise qualify for the federal estate tax Marital Deduction or decrease an otherwise allowable Charitable Deduction.

### **b. Exception for Property Passing Outside of My Estate**

Unless specifically directed otherwise by another separate provision of my Will, all death taxes, claims and expenses attributable to assets passing outside of my Estate shall be assessed against those persons receiving such property; provided, however, that under no circumstances shall any transfer to any beneficiary that qualifies for the federal estate tax Marital Deduction or Charitable Deduction cause the property transferred or such beneficiary to bear any such taxes.

## **Section 4. Administration of My Estate After Payment of Death Taxes, Claims and Expenses**

After all payments authorized in the preceding Sections of this Article have been made or provided for, the remaining property in my Estate shall be held, administered and distributed as provided in the Articles that follow.





## **Article Four- Distributions to Beneficiaries**

### **Section 1. Request of Household Furnishings to Spouse**

Upon my death, my Personal Representative shall promptly distribute, free of trust, any household furnishings to my Spouse. However, if my Spouse fails to survive me, or if my Spouse disclaims this bequest, my Personal Representative shall distribute my household furnishings, or any such disclaimed interest, according to the remaining Sections of this Article. Household furnishings shall specifically exclude guns, tools, ammunition, automotive parts and vehicle remnants, vehicles, ATVs, trailers, and wildlife mounts.

### **Section 2. Estate Planning Letter or Memorandum**

To the extent permitted by state law, my Personal Representative shall distribute personal or household items from my Estate to such persons as I may direct by a written instrument signed by me and delivered to my Personal Representative.

### **Section 3. Division of Estate into Shares**

Upon my death, my Personal Representative shall divide my Estate into separate and equal shares (and for purposes of determining such division and subsequent distributions shall take into account the exclusion of any descendant as may be directed in Article One) as follows:

#### **a. One Share for Each Living Child**

My Personal Representative shall create one share for each of my children then living.

#### **b. One Share for Each Deceased Child Leaving Descendants**

My Personal Representative shall create one share for each of my deceased children who have then living descendants, to be further subdivided, per stirpes.

### **Section 4. Distribution to My Living Children**

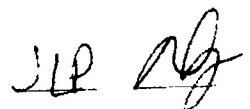
My Personal Representative shall promptly distribute outright and free of trust the share set aside for each of my living children outright and free of trust.

### **Section 5. Distribution to Descendants**

My Personal Representative shall promptly distribute outright and free of trust the share set aside for the descendants of my deceased children, per stirpes, outright and free of trust. - Lack of Designated Beneficiaries



Last Will of LEE W. HAMILTON



## **Section 6. Remainder by Intestate Succession**

If at any time there is no beneficiary entitled to receive all or any part of my Estate under the preceding Articles, all of the remaining portion of my Estate shall then be distributed, outright and free of trust, to those persons who would be my heirs at law had I died intestate owning my Estate.

## **Article Five- Powers of My Personal Representative**

It is my intention that my Fiduciary has all powers granted to a Fiduciary under state law or the probate court.

## **Article Six- Other Provisions**

### **Section 1. Disclaimer by Spouse**

My spouse may disclaim any portion or all of any gift to my Spouse under my Will by an instrument in writing sufficient to affect a "qualified disclaimer" within the meaning of Section 2518 of the Internal Revenue Code.

### **Section 2. No Contest Clause**

If any devisee, legatee, or beneficiary under my Will, or any codicils thereto, no matter how remote or contingent such beneficiary's interest appears, or any of my legal heirs, or any person claiming under any of them, directly or indirectly, does any of the following, then in that event I specifically disinherit each such person, and all such legacies, bequests, devises and interests given to that person under my Will, or any codicils thereto, created by me at any time, shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased me without issue:

- a. Unsuccessfully challenges the appointment of any person named as a Fiduciary in said Will, or any codicils thereto, or unsuccessfully seeks the removal of any person acting as a Fiduciary;
- b. Objects in any manner to any action taken or proposed to be taken in good faith by the Fiduciary under said Will, or any codicils thereto, whether the Fiduciary is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;
- c. Objects to any construction or interpretation of said Will, or any codicils thereto, or the provisions of either, that is adopted or proposed in good faith by the Fiduciary, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

- d. Claims entitlement to (or an interest in) any asset alleged by the Fiduciary to belong to the Probate or Estate, whether such claim is based upon a community or separate property right, Marvin rights, a contract or other right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;
- e. Files a creditor's claim against the assets of my Estate and such claim is later adjudicated by a court of competent jurisdiction to be invalid;
- f. Anyone attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on my life or any designation of beneficiaries for any pension plan, Keogh, SEP, or IRA account;
- g. In any other manner contests my Will, or any codicils thereto, executed by me, or in any other manner, attacks or seeks to impair or invalidate any of its provisions;
- h. Conspires with or voluntarily assists anyone attempting to do any of the above acts.

Expenses to resist any above contest or other attack of any nature upon any provision of my Will, or any codicils thereto, shall be paid from the estate assets hereunder as expenses of administration.

In the event that any provision of this Section is held to be invalid, void, or illegal, the same shall be deemed severable from the remainder of the provisions in this Section and shall in no way affect, impair, or invalidate any other provision in this Section. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Notwithstanding the foregoing, the provisions of this Section shall not apply to any disclaimer by any person of any benefit under my Will, or any codicils thereto.

### **Section 3. Disclaimer by Beneficiary**

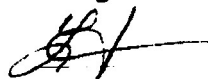
Any beneficiary under my Will shall be entitled to disclaim all or any portion of such beneficiary's interest in my Estate.

### **Section 4. Captions**

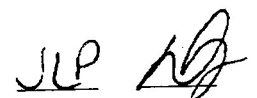
The captions of Articles, Sections and Paragraphs used in my Will are for convenience of reference only and shall have no significance in the construction or interpretation of my Will.

### **Section 5. Severability**

Should any of the provisions of my Will be, for any reason, declared invalid, such invalidity shall not affect any of the other provisions of my Will and all invalid provisions shall be wholly disregarded in interpreting my Will.



Last Will of LEE W. HAMILTON



## **Section 6. Statutory References**

Unless the context clearly requires another construction, each statutory reference in my Will shall be construed to refer to the statutory section mentioned, related successor sections, and corresponding provisions of any subsequent law, including all amendments.

## **Section 7. Simultaneous Deaths**

For purposes of my Will, if my Spouse and I die under circumstances in which the order of our deaths cannot be established, I shall be deemed to have survived my Spouse. If any beneficiary under my Will dies under circumstances in which the order of deaths cannot be established, I shall be deemed to have survived the beneficiary, and my Will shall be construed accordingly.

## **Section 8. Gender and Number**

In my Will, where appropriate, except where the context otherwise requires, the singular includes the plural and vice versa, and words of any gender shall not be limited to that gender.

## **Section 9. Antilapse Statutes**

No antilapse statute of any jurisdiction, whether currently in existence or enacted later, will be applied in construing any provision of my Will.

## **Section 10. Governing State Law**

My Will shall be construed, regulated and governed by and in accordance with the laws of the State of Wyoming.

## **Section 11. Definitions**

The following terms as used in my Will are defined as indicated:

### **a. Child, Children and Descendants**

The terms "child" or "children" mean lawful blood descendants in the first degree of the parent designated; and "descendants" mean the lawful blood issue, descendants, in any degree, of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent or parents, and such adopted child and his or her issue shall be considered issue of the adopting parent or parents and of anyone who is, by blood or adoption, an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant, in the appropriate degree, of the ancestor designated even though such descendant is born after the death of a parent. Notwithstanding the preceding provisions of this Section, the terms of Article One may exclude certain descendants from being treated as such hereunder by restricting the availability of benefits.

Last Will of LEE W. HAMILTON

**b. Code**

The term "Code" means the Internal Revenue Code of 1986, as amended from time to time. The terms "Income in Respect of a Decedent," "Gross Estate," "Taxable Estate," "Applicable Credit Amount," "State Death Tax Credit," "Credit for Prior Transfers," "Exclusion," "Disclaimer" and any other terms that, from the context in which they are used, refer to the Code, shall have the same meaning as such terms have for the purposes of applying the Code to my Will.

**c. Death Taxes**

The term "Death Taxes" means all inheritance, estate, succession and other similar taxes that are payable by any person on account of that person's interest in the estate of the decedent or by reason of the decedent's death, including penalties and interest, but excluding the following:

1. Any additional tax that may be assessed under Internal Revenue Code Sections 2032A and 2057; and
2. Any federal or state tax imposed on a generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by my Will.

**d. Heirs at Law**

References to someone's "heirs at law" mean individuals who are living at the event when property is directed to be distributed to them. Those individuals' identities and the shares of the distributable property that they each receive shall be determined under the intestacy laws of the State of Wyoming which then govern the distribution of the personal property of a resident dying at such time, without creditors, and owning only the distributable assets.

**e. Personal Representative**

The term "Personal Representative" means executor, executrix, administrator, administratrix, conservator, guardian, custodian or any other type of personal representation.

**f. Per Stirpes**

In every case in which a disposition of an interest is to be made to the issue of a person "per stirpes," it is intended that such disposition shall be made in accordance with the principle of representation. This principle, in relation to my Will, means that whenever property is to be distributed to the issue of a person, such property shall be divided into as many shares as there are, at the time of disposition, then living issue in the nearest degree of kinship to such person and then deceased issues in the same degree who left issue who are then living; each then living issues in the

nearest degree receiving one share, and one share for each then deceased issue in the same degree, being further subdivided among his or her issue in the same manner.

**g. Testator**

The term "Testator" shall be interchangeable with the term "testatrix," or other similar terms.

**Section 12. Personal Representative Liability**

No Personal Representative appointed under my Will shall at any time be held liable for any action or default of such Personal Representative if done in good faith and without gross negligence. Each Personal Representative shall be indemnified from the assets of my Estate for any expense or loss incurred in good faith; and should loss or expense arise in regard to a specific asset or enterprise, such indemnification shall not be limited to such asset or enterprise, but shall be available from the entire estate.

**Section 13. Non-Exercise of Powers of Appointment**

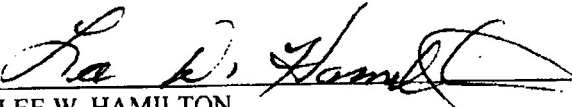
If, at the time of my death, I have the right to exercise any power of appointment, I declare that nothing in this Will shall be deemed to be an exercise of such power.

I signed this, my Last Will, on October 24, 2023.

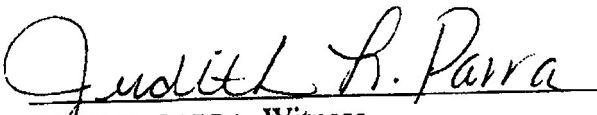
  
LEE W. HAMILTON

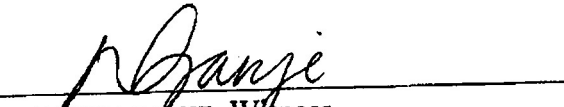
## Affidavit

I, LEE W. HAMILTON, the Testator, sign my name to this instrument on this October 24, 2023, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am an adult person, of sound mind, and under no constraint or undue influence.

  
LEE W. HAMILTON

We, JUDITH L. PARRA, and DARLENE GANJE, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly (or willingly directs another to sign for him), and that he executes it as his free and voluntary act for the purposes therein expressed, and that each of us, in the presence and hearing of the Testator, hereby signs this Will as witness to the Testator's signature, and that to the best of our knowledge the Testator is an adult person, of sound mind, and under no constraint or undue influence.

  
JUDITH L. PARRA, Witness

  
DARLENE GANJE, Witness

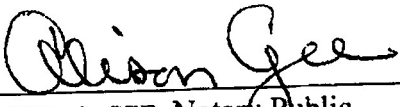
STATE OF WYOMING

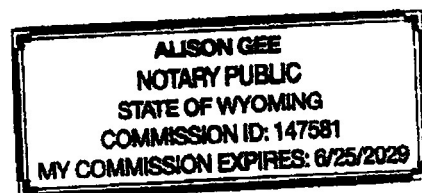
)  
SS

COUNTY OF CAMPBELL


)

Subscribed, sworn to and acknowledged before me by LEE W. HAMILTON, the Testator, and subscribed and sworn to before me by JUDITH L. PARRA, and DARLENE GANJE, witnesses, on this October 24, 2023.

  
ALISON O. GEE, Notary Public



My commission expires on June 25, 2029

 Last Will of LEE W. HAMILTON 

**Detail of R0016727****EXHIBIT****J****Parcel**

PIDN: 57863244301300

Tax ID: 0000000905 Property Taxes

Tax District: 0101

Property Owner(s): HAMILTON, BRIAN L &amp; HAMILTON, BRANDI J

Mailing Address: 41 WILLOW ST  
GILLETTE, WY 82716-9799

Street Address: 1030 BECKTON RD

Deed: AFF , 11/18/2024

Location: WALLING'S ADD'N BLOCK 15 S50' LOT 17, S50' LOT 18; BLOCK 16 PT  
LOT 1 & 3; ALSO VACATED PART OF 10TH AVENUE (60' X 145') ALSO  
PART OF A 30' WIDE ROADWAY (TOTAL ACRES = 1.42)

2024 Actual Value: \$ 357,182 (\$ 167,200 Land + \$ 189,982 Improvements)

2024 Assessed Value: \$ 32,112

**Land****Acres Class**

1.42 Residential

**1.42 Total Acres**

<b>Residential 1</b>	<b>Stories</b>	<b>Sq Ft</b>	<b>Exterior</b>	<b>Roof Cover</b>	<b>Year Built*</b>	<b>Sketch(s)</b>	<b>Photo(s)</b>
<b>Ranch 1 Story</b>	<b>1.0</b>	<b>800</b>	<b>Log</b>	<b>Formed Seam Metal</b>	<b>1960</b>	<b><u>1</u> sketch(s)</b>	<b><u>8</u> photo(s)</b>
2 baths with 3 fixtures							
Add On Wood Stove		1					
Basement Finished		800					
Basement Outside Entrance Above		1					
Basement Bsmnt Conc 8 ft		800					
Porch Wood Deck		312					
Porch Wood Roof		72					
Porch Wood Deck		72					
Porch Cvr'd Wood Deck		120					
Storage Wood		240					
Storage Wood		384					
Storage Wood		144					
Storage Wood		144					
<b>Out Building 2226</b>	<b>Stories</b>	<b>Sq Ft</b>	<b>Exterior</b>	<b>Roof Cover</b>	<b>Year Built*</b>	<b>Sketch(s)</b>	<b>Photo(s)</b>
<b>Shed - Equipment</b>	<b>1.0</b>	<b>2048</b>	<b>Pole</b>		<b>1993</b>		<b><u>1</u> photo(s)</b>

\*Year built may not be original year built due to remodeling and additions.


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 FEES: \$153.00 SM AFFIDAVIT - LEGAL  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



**AFFIDAVIT AFFECTING TITLE TO REAL PROPERTY**

**EXHIBIT**

K

STATE OF WYOMING )  
 ) ss  
COUNTY OF CAMPBELL )

I, BRIAN HAMILTON, pursuant to W.S. § 2-18-103 and W.S. § 34-11-101, hereby swear upon oath that the following facts are true and correct:

1. I am the Grantee Beneficiary in the *Transfer on Death Deed*, dated October 24, 2023 and recorded on December 7, 2023 as Document No. 2023-789234 in the records of the Clerk of Sheridan County, Wyoming.
2. The real property described in and subject to said Transfer on Death Deed is described on the attached Exhibit "A".
3. Said Transfer on Death Deed was executed by LEE W. HAMILTON as *Grantor* and conveyed the foregoing described real property to BRIAN L. HAMILTON, a married man dealing in his sole and separate property, of 41 Willow Street, Gillette, Wyoming 82716 and BRANDI J. MILLER, a married woman dealing in her sole and separate property, of 378 Miller Road, Telford, TN 37690, as *Grantee Beneficiaries*, which conveyance was to be effective upon the death of LEE HAMILTON.
4. LEE W. HAMILTON died on October 11, 2024. A true and certified copy of the death certificate of LEE W. HAMILTON is attached hereto as Exhibit "B". BRIAN L. HAMILTON and BRANDI J. MILLER both survived LEE W. HAMILTON.
5. The Certificate of Clearance prepared by the Wyoming Department of Health is attached hereto as "C".
6. This Affidavit Affecting Title to Real Property was prepared as proof of the death of LEE W. HAMILTON and to effectuate transfer of ownership of the foregoing described real property by operation of law to BRIAN L. HAMILTON, a married man dealing in his sole and separate property, of 41 Willow Street, Gillette, Wyoming 82716 and BRANDI J. MILLER, a married woman dealing in her sole and separate property, of 378 Miller Road, Telford, TN 37690, as tenants in common.
7. The property will transfer subject to a Mortgage with Cowboy State Bank.

DATED this 18<sup>TH</sup> day of NOVEMBER, 2024.

  
BRIAN L. HAMILTON



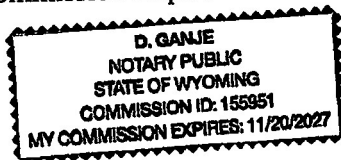
**2024-795795** 11/20/2024 10:28 AM PAGE: 2 OF 6  
FEES: \$27.00 PK AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING           )  
  ) ss  
COUNTY OF CAMPBELL       )

The foregoing *Affidavit Affecting Title to Real Property* was subscribed and sworn to before me by BRIAN L. HAMILTON, this 18<sup>th</sup> day of NOVEMBER, 2024.

Witness my hand and official seal.

My Commission Expires:



*D. Ganje*  
Notary Public



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FEES: \$153.00 SM AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A"

Parcel 1

A tract of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$ , and Lot No. 3, Lot No. 1 of Block No. 16, and Lot No. 18 of Block 15, not heretofore vacated, in Walling's Addition to the Town of Dayton, Wyoming, Sheridan County, Wyoming, all in Section 32, Township 57 North, Range 86 West, of the 6th P.M., described as follows:

Beginning at the Southeast corner of Lot No. 17 of said Block No. 15, thence North 50 feet to a point, thence East 224.4 feet to a point on the West Right of Way of a County Road, thence S. 12°23' E., 120.7 feet to a point, thence S. 83°15' W., 397 feet to a point, thence North 112.9 feet to the Southwest corner of said Lot No. 17, thence East 145 feet to the point of beginning.

EXCEPT the following described tract, to-wit: Beginning at a point located on the East boundary line of Lot No. 18 of Block No. 15, not heretofore vacated in Walling's Addition to the Town of Dayton, Wyoming, Sheridan County, Wyoming, all in Section 32, Township 57 North, Range 86 West, said point being located 50 feet North of the Southeast corner of said Lot 18, thence East 63.4 feet, more or less, to a point on the West right of way of the County Road, thence S. 12°23' East, 30 feet to a point, thence West to the East boundary line of said Lot 18, thence North to the point of beginning.

Said Lots situated in NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 32, Township 57 North, Range 86 West of the Sixth Principal Meridian, Sheridan County, Wyoming.

EXHIBIT

A



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A" continued

Parcel 2

That portion of Tenth Avenue, commencing at a point being the southern extension of the west boundary line of Lot 17 in Block 15 of said addition, running thence in an easterly direction and terminating at a point on the west right-of-way of the County Road and also that certain 16 foot wide alley running in a northerly direction from said Tenth Avenue, more particularly described as follows:

Commencing at a point being the eastern extension of the south boundary line of Lot 18 in Block 15 of said addition, running thence in a northerly direction 50 feet to a point and terminating at said point, all in Walling's Addition to the Town of Dayton, Sheridan County, Wyoming.

Parcel 3

A 30 foot wide roadway, the centerline of which is described as follows:

Beginning at a point on the Westerly right-of-way line of the Wolf Creek County Road, which point is located South 15 feet and East 89.9 feet, more or less, from the Southeast corner of Lot 18, Block 15, Wallings Addition to the Town of Dayton, Wyoming; thence West 219.9 feet; thence North 65 feet, more or less, to the South property line of the tract of land in Lots 17 and 18 of Walling's Addition.

WITNESS my hand this 22nd day of November, 1988.



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2023-789234 TRANSFER ON DEATH DEED**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
LUBNAU LAW OFFICE PC P O BOX 1028  
GILLETTE WY 82717



11/18/2024



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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FEES: \$27.00 PK AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Darlene Ganje  
Lubnau Law Office, PC  
P.O. Box 1028  
Gillette, WY 82717

Email: [darlene@lubnaulaw.com](mailto:darlene@lubnaulaw.com)

Re: Lee Wayne Hamilton  
DOB: 04/18/1951  
DOD: 10/11/2024  
Member SSN: XXX-XX-9029

Dear Darlene,

Thank you for your inquiry concerning the aforementioned individual. Health Management Systems, Inc. (HMS) has researched the Wyoming Department of Health's files and determined that Wyoming Medicaid does not have an interest in the estate for Mr. Lee Wayne Hamilton.

If you have questions or concerns, contact our office at (800) 293-3973 or (303) 837-8293 or by email at [wyrereferrals@gainwelltechnologies.com](mailto:wyrereferrals@gainwelltechnologies.com). Our hours of operation are Monday through Friday 8:00am – 5:00pm MST.

Sincerely,

*Cruz O'Hara*

Cruz O'Hara  
Caseworker  
Gainwell Technologies on behalf of State of Wyoming Division of Healthcare Financing

WY Estates | 333 W Hampden Ave, Suite 425, Englewood, CO 80110 | Phone: (800) 293-3973 | Email: [wyrereferrals@gainwelltechnologies.com](mailto:wyrereferrals@gainwelltechnologies.com)

**NO. 2024-795795 AFFIDAVIT - LEGAL**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
LUBNAU LAW OFFICE PC P O BOX 1028  
GILLETTE WY 82717



## DEPARTMENT OF HEALTH

## CERTIFICATE OF DEATH

## Decedent:

Name: Lee Wayne Hamilton  
Sex: Male  
Date of Birth: April 18, 1951

## State File Number:

2024-003947

Social Security Number: 520-58-9029  
Age at the Time of Death: 73 years

## Date and Place of Death:

Date of Death: October 11, 2024  
City of Death: Dayton  
Location: 1020 Beckton St

County of Death: Sheridan

## Additional Decedent Information:

Place of Birth: Sheridan, Wyoming  
Residence: Dayton, Wyoming  
Marital Status: Married - Robin L Pelava  
Armed Forces: No  
Name of Father: Lloyd Hamilton  
Name of Mother: Emma B Williams  
Informant: Robin L Hamilton

Relationship: Wife

## Disposition:

Method of Disposition: Cremation  
Place of Disposition: Sheridan - Johnson County Cremation Services, Buffalo, Wyoming

## Funeral Home or Facility:

Facility: Sheridan Funeral Home and Cremations, Sheridan, Wyoming

## Cause of Death:

*The immediate cause is listed on the first line followed by any underlying causes.*

- (a) Acute Respiratory Distress  
(b) Stage IV Lung Cancer

## Interval:

Minutes  
Years

Other Significant  
Conditions: Saddle Pulmonary Embolus

Manner of Death: Natural Death

Time of Death: Approximate 05:51 ±2hrs

## Certifier:

Type: Coroner  
Name: Robert Byrd, Coroner  
Address: 1604 North Main St, Sheridan, WY, 82801

Date Filed: October 15, 2024



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## NO. 2025-798407 AFFIDAVIT - LEGAL

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
TIM TARVER PO BOX 6284  
SHERIDAN WY 82801



\* 001501355 \*

This is a true certification of the document on file in the office of Vital Statistics  
Services, Cheyenne, Wyoming.

DATE ISSUED: October 16, 2024

This copy is not valid unless prepared on paper with an engraved border.

*Kyndra Herrera*  
Kyndra Herrera  
Deputy State Registrar

