

After Recording Return To:  
**Morgan Stanley Private Bank,  
National Association  
4270 Ivy Pointe Blvd., Suite 400  
Cincinnati, OH 45245**

Prepared By:  
**Morgan Stanley Private Bank,  
National Association  
4270 Ivy Pointe Blvd., Suite 400  
Cincinnati, OH 45245**



**2025-798111** 3/25/2025 1:44 PM PAGE: 1 OF 21  
FEES: \$72.00 PK MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

682374

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## MORTGAGE

MIN: 1002628-6009181550-4  
Loan #: 6009181550

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) **“Security Instrument”** means this document, which is dated **March 19, 2025**, together with all Riders to this document.
- (B) **“Borrower”** is **Diamond Horse, LLC, a Wyoming limited liability company**. Borrower is the mortgagor under this Security Instrument.
- (C) **“Lender”** is **Morgan Stanley Private Bank, National Association**. Lender is a **National Bank** organized and existing under the laws of **The United States of America**. Lender’s address is **4270 Ivy Pointe Blvd, Suite 400, Cincinnati, OH 45245**.
- (D) **“Credit Agreement”** means the Home Equity Line of Credit Agreement and Disclosure signed by Borrower and dated **March 19, 2025** which Credit Agreement establishes a revolving line of credit, secured by this Security Instrument, 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 (excluding any current unpaid interest finance charges but including other fees and charges assessed pursuant to the Credit Agreement) shall not exceed **\$429,000.00**. Borrower has promised to pay this debt in monthly Periodic Payments and to pay the debt in full not later than **April 01, 2050**.
- (E) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”
- (F) **“Loan”** means all amounts owed now or hereafter under the Credit Agreement, plus interest and



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\* M C M O R T D O T \*  
(page 1 of 10 pages)



any other fees or charges however denominated due under the Credit Agreement, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] **LLC Rider**

(H) "Applicable Law" means all controlling applicable, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) of the jurisdiction in which the Property is located, as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Periodic Payment" means the minimum periodic payment due under the terms of the Credit Agreement.

(N) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(O) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Credit Agreement and/or this Security Instrument.

(P) "Mortgage Servicer" means the last person to whom the Borrower has been instructed by the holder of the Credit Agreement to send payments for the debt secured by this Security Instrument. Lender may be the Mortgage Servicer.

(Q) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

TRANSFER OF RIGHTS IN THE PROPERTY





This security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions, and modifications of the Credit Agreement, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the **COUNTY of SHERIDAN**:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

which currently has the address of **342 Bird Farm Rd Sheridan, Wyoming 82801** ("Property Address"):

TOGETHER WITH all Miscellaneous Proceeds, and all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All proceeds, replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument. For purposes of the foregoing grant of a security interest in fixtures, Borrower is the "debtor" and Lender is the "secured party" (as those terms are defined by the Uniform Commercial Code). This Security Instrument shall also function as a "financing statement" filed as a "fixture filing" (as those terms are defined by the Uniform Commercial Code).

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Credit Agreement in accordance with the provisions thereof and any prepayment charges and late charges due under the Credit Agreement. Payments due under the Credit Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Credit Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Credit Agreement and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Credit Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment





insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Credit Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Credit Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) accrued finance charges; (b) late charges and other fees and charges; (c) principal.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Credit Agreement shall not extend or postpone the due date, or change the amount of the Periodic Payments.

**3. Funds for Escrow Items.** Unless otherwise provided in a separate agreement, Borrower will not be required to pay to Lender funds for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and Community Association Dues, Fees, and Assessments, if any ("Escrow Items"). Borrower is therefore obligated to make payments directly for such Escrow Items and to provide receipts, and this obligation shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower fails to pay any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount.

**4. Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which attains priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, flood, and any other hazards Lender may specify. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Borrower will deliver to Lender upon Lender's request the policies or other proof of insurance. The





policies must name Lender as "Mortgagee" and "loss-payee" so that Lender will receive payment on all insurance claims, to the extent of Lender's interest under this Security Instrument, before Borrower does. Borrower shall immediately notify Lender of cancellation or termination of insurance. Upon request, Borrower shall deliver the policies, certificates, or other evidence of insurance to Lender. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal and cancellation notices.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage for Lender's benefit, at Lender's option and Borrower's expense. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate provided in the Credit Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

In the event of loss or damage to the Property, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender may also sign Borrower's name to any check, draft, or other order for the payment of insurance proceeds in the event of any loss or damage to the Property. If Lender receives payment of a claim, Lender will have the right to choose to use the money either to repair the Property or to reduce the amount owing on the Credit Agreement.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. If any insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is still obligated to complete such repair or restoration. Borrower will permit Lender to inspect the Property at any reasonable time.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property





includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate set forth in the Credit Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender subject to the terms of any prior security instrument. If the Property is damaged, and repair or restoration of the Property is economically feasible, the Miscellaneous Proceeds may be applied to repair or restore the Property. If not, the Miscellaneous Proceeds shall be applied in the order provided for in Section 2 for payments accepted and applied by Lender.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Credit Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Credit Agreement without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, court costs, attorneys' fees, filing fees, property inspection and valuation fees, and any other amounts allowed under Applicable Law. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Borrower and Lender understand and believe that the Loan complies with Wyoming usury laws; however, if any interest or other fees or charges in connection with the Loan are ever determined to





exceed the maximum amount permitted by law, Borrower understands and agrees that (a) the amount of the interest or other fees or sums payable hereunder shall be reduced to the maximum amount permitted by law; and (b) any excess amount previously collected from Borrower which exceeded the maximum amount will be credited against the principal portion of the outstanding balance of the Loan. If the principal portion of the outstanding balance has already been repaid, the excess amount paid will be refunded to Borrower. Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower may have arising out of such overcharge. If Lender applies the refund to the outstanding balance, the refund will be treated as a partial prepayment.

**14. Notices.** All notices given by Borrower, Lender, or Mortgage Servicer in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed, postage prepaid or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it postage prepaid to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Credit Agreement and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice





shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Credit Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Credit Agreement; Change of Mortgage Servicer; Notice of Grievance.** The Credit Agreement or a partial interest in the Credit Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Credit Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Credit Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Credit Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Credit Agreement is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Credit Agreement, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Credit Agreement purchaser unless otherwise provided by the Credit Agreement purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument (other than any failure by Borrower to make any payment as and when due under the Credit Agreement), until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective





action provisions of this Section 19.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal or state law that relates to health, safety, or environmental protection ("Environmental Law"). The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. As used in this paragraph, hazardous substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

**21. Time of Essence.** Time is of the essence in each covenant in this Security Instrument.

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.


If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with Applicable Law. Lender shall give notice of the sale to Borrower in the manner provided in Section 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Release.** The Credit Agreement establishes a revolving line of credit. Although the Loan may be reduced to a zero balance, it is the intention of Borrower and Lender that this Security Instrument secure the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit and any intermediate balance, and this Security Instrument will remain in effect until released. Upon termination of the line of credit and full payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
Lorraine Graf, Trustee of the  
Trust in Blood dated 10/26/19,  
Manager of Diamond Horse, LLC,  
a Wyoming Limited Liability  
Company

[Space Below This Line for Acknowledgment]

State of Nevada

County \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
(Title or rank)

(Seal)

Origination Company: **Morgan Stanley Private Bank, National Association**  
NMLSR ID: **663185**  
Originator: **Henry Sweat**  
NMLSR ID: **1085208**



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HELOC Mortgage - WY  
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\* M C M O R T D O T \*  
(page 10 of 10 pages)

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

} s.s.

On 3/21/2025 before me, VARTUI CHILIAN, NOTARY PUBLIC  
Name of Notary Public, Title

personally appeared DIAMOND HORSE, LLC, A WYOMING LIMITED LIABILITY COMPANY  
Name of Signer (1)  
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Vartui Chilian  
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of MORTGAGE

containing 10 pages, and dated 3/21/2025

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s), Entity(ies), Signer(s) Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
_____	

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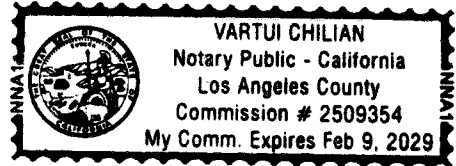
**State of California**  
 County of LOS ANGELES } s.s.

On 3/21/2025 before me, VARTUI CHILIAN, NOTARY PUBLIC  
Name of Notary Public, Title

personally appeared LORRAINE GRAF  
Name of Signer (1)

Name of Signer (2)  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Vartui Chilian  
Signature of Notary Public

Seal

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- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s), Entity(ies), Signer(s) Representing

Additional Information
<b>Method of Signer Identification</b> Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____
Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____



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FEES: \$72.00 PK MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

MIN: 1002628-6009181550-4

Loan #: 6009181550

### SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 19th day of March, 2025, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Credit Agreement to **Morgan Stanley Private Bank, National Association** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

**342 Bird Farm Rd, Sheridan, WY 82801**  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.



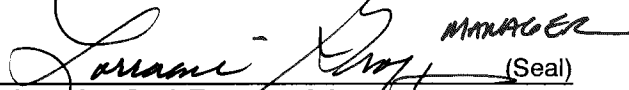
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HELOC MULTISTATE SECOND HOME RIDER  
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\* M C 2 N D H M R D R \*



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

 (Seal)

Lorraine Graf, Trustee of the  
Trust in Blood dated 10/26/19,  
Manager of Diamond Horse, LLC,  
a Wyoming Limited Liability  
Company

Origination Company: **Morgan Stanley Private Bank, National Association**  
NMLSR ID: **663185**  
Originator: **Henry Sweat**  
NMLSR ID: **1085208**



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HELOC MULTISTATE SECOND HOME RIDER  
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\* M C 2 N D H M R D R \*

Morgan Stanley Private Bank, National Association

MERS Number: MIN: 1002628-6009181550-4

Loan Number: 6009181550

### LIMITED LIABILITY COMPANY RIDER TO SECURITY INSTRUMENT

This Limited Liability Company Rider is made as of the **19th day of March, 2025** and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by **Diamond Horse, LLC**, a **Wyoming** limited liability company (the "Company") to secure that certain Promissory Note (the "Note") executed by the Company to Morgan Stanley Private Bank, National Association, its successors and/or assigns, (the "Lender") of the same date and covering property described in this Security Instrument and located at **342 Bird Farm Rd, Sheridan, WY 82801** ("the Property").

#### 1. Representations and Warranties.

Company hereby represents and warrants to Lender that:

**1.1 Organization, Authority, Etc.** Company (i) is duly organized, validly existing and in good standing under the laws of the State of **Wyoming**, and is duly qualified and in good standing as a foreign limited liability company in each jurisdiction in which such qualification is necessary;(ii) has the necessary power and authority to own, or hold under lease, its assets and the Property and to carry on its business as now being conducted; (iii) has received full payment for its outstanding membership interests; (iv) is qualified to do business in the jurisdiction in which the Property is located; and (v) is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it. The principal office of the Company is:

**508 West 27th Street,  
Cheyenne, WY 82001**

**1.2 Validity of Loan Instruments.** (a) The execution, delivery, and performance by Company of the Note and this Security Instrument, and the borrowing evidenced by the Note (i) are within the powers and purposes of Company; (ii) have been duly authorized by all requisite action on the part of its members and managers as the case may be; (iii) have received all necessary governmental approval; and (iv) will not violate any provision of law, any order of any court or other agency of government, the Articles of Organization, regulations, operating agreement, or other constitutive document governing of Company or any indenture, agreement, or other instrument to which Company is a party or by which it or any of its Properties or assets are bound or be in conflict with, result in a breach of, or constitute (with or without the giving of notice or the lapse of time or both) a default under any such indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of its properties or assets, (including the Property), except as contemplated by the provisions of this Security Instrument; and (b) the Note and this Security Instrument, when executed and delivered by Company, will constitute the legal, valid, and binding obligations of Company enforceable in accordance with their respective terms.

**1.3 Other Information.** All other information, reports, papers, and data given to Lender with respect to the Company, or in connection with the loan evidenced by the Note and secured by this Security Instrument are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

**1.4 Taxes.** Company has filed all federal, state, county, and municipal tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns or pursuant to law, and



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\* M C L L C R D R \*

Company does not know of any basis for additional assessment in respect of such taxes or additional taxes.

**1.5 Litigation.** There is not now pending against or affecting Company nor, to the knowledge of Company, is there threatened or contemplated, any action, suit, or proceeding at law or in equity or by or before any court, tribunal, arbitrator, or other governmental or administrative agency which if adversely determined might have a material adverse effect on the condition of Company (financial or otherwise).

**1.6 No Guarantee, Surety or Contingent Liabilities.** Company is not a party to any suretyship agreement, guarantee, or other similar agreement, and has not endorsed any instrument so as to create in any way a contingent liability (except by endorsement of negotiable instruments payable in the usual and ordinary course of business).

**1.7 Members and Managers of Company.** All of Company's issued and outstanding membership interests are fully paid and non-assessable. There exists no agreement contemplating the authorization or issuance of any additional membership interests nor does there exist any agreement by the members either contemplating the sale by them of such membership interests or contemplating the transfer of the right to vote such membership interests.

**1.8 No Adverse Restrictions or Defaults.** Neither Company nor any of its subsidiaries or affiliates, if any, is a party to any agreement or instrument or subject to any court order or judgment, governmental decree, charter, or other corporate restriction adversely affecting its business, properties or assets (including the Property), operations, or condition (financial or otherwise). Neither Company nor any of its subsidiaries or affiliates, if any, is in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party or by which Company or any of its subsidiaries or affiliates, if any, or its properties or assets (including the Property) may be bound or affected, or under any law, regulation, decree, order, or the like.

**1.9 Investment Company Act.** Neither Company nor any of its subsidiaries or affiliates, if any, is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

**1.10 Authorizations.** All authorizations, consents, approvals, and licenses required under applicable law or regulation for the ownership or operation of the properties or assets (including the Property) owned or operated by Company or its subsidiaries or affiliates, if any, or for the conduct of business in which Company or any of its subsidiaries or affiliates, if any, is engaged, have been duly issued or otherwise obtained and are in full force and effect. No approval, consent, or authorization of or filing or registration with any governmental commission, bureau, or other regulatory authority or agency is required with respect to Company's execution, delivery, or performance of this Security Instrument or the Note.

**1.11 Survival of Representations and Warranties.** The representations and warranties set forth herein shall be true and correct as of the date hereof and at all times thereafter until the indebtedness of Company evidenced by the Note is paid in full.

## 2. Covenants.

Until the entire indebtedness evidenced by the Note shall have been paid in full, Company hereby covenants and agrees as follows:

**2.1 Existence.** Company will preserve and keep in full force and effect, its status as a validly organized and existing limited liability company.

**2.2 Change on Ownership of Company.** Company will not, without the prior written consent of Lender (to be granted or withheld in its sole discretion), permit (i) the transfer of membership or other equity interests in Company or any voting rights of any member of Company (whether such purported transfer shall be by direct transfer by such member or the result of action by any party against such member); or (ii) the issuance of



additional membership or other equity interests in Company after the date hereof; or (iii) any contract or agreement to be entered into providing for the issuance of such membership or other equity interests or providing for the transfer of control of Company to a person or entity other than the or other members of Company set forth in Section 1.7 above.

**2.3 Principal Office.** Company will not change the address of principal office set forth in Section 1.1 hereof without first having given written notice thereof to Lender.

**2.4 Compliance with Laws.** Company will duly observe, conform, and comply with all laws, decisions, judgments, rules, regulations, and orders of all governmental authorities relative to the conduct of its business, its properties or its assets (including the Property), except those being contested in good faith by appropriate proceedings diligently pursued.

**2.5 Financial Information.** Company will furnish to Lender such information as Lender may reasonably request regarding its business, affairs, and financial condition.

**2.6 Maintenance of Rights.** Company will do or cause to be done all things necessary to preserve and to keep in full force and effect, its rights and privileges of a public or private nature, including its franchises, trade names, trademarks, service marks, patents, copyrights, permits, licenses, trade secrets, and contract rights which are necessary for the continuance of the business of Company.

**2.7 Taxes and Other Obligations.** Except for taxes that are being diligently contested in good faith by Company in an appropriate proceeding and as to which Company has established a reserve to the extent required under generally accepted accounting principles, Company will pay and discharge all indebtedness of Company as it becomes due and payable, including all taxes or assessments levied upon or assessed against Company or the Property.

**2.8 Notices.** Company shall give Lender prompt written notice of:

(a) The filing or commencement of any action, suit, or proceeding against Company, whether at law or in equity, and whether by or before any court or any federal, state, municipal, or other governmental agency or authority.

(b) The occurrence of any event of default under the Note or the Security Instrument, specifying the nature and extent of the event of default.

(c) Any development in the business or affairs of Company that has resulted in or that is likely, in the reasonable judgment of Company, to result in a material adverse change in the business, assets, prospects, operations, or financial condition of Company.

**2.9 Other Indebtedness.** Company will not guarantee any obligation for borrowed money or capitalized lease obligations or incur, create, permit to exist, assume, guarantee, or in any manner become or be liable in respect to any indebtedness, except for indebtedness incurred in the usual and ordinary course of business and indebtedness in favor of Lender.

**2.10 Encumbrances.** Company will not create, incur, assume, or permit to exist any mortgage, pledge, lien or encumbrance on any of its Properties or assets (now owned or hereafter acquired), except the lien of current taxes not yet due and payable, or acquire or agree to acquire property or assets under any conditional sale agreement or title retention contract.

**2.11 Operation of Business.** Company will not cease doing business as a going concern or otherwise materially change the nature of its business or commence the liquidation or dissolution of its business or assets.

**2.12 Mergers.** Company will not merge or consolidate with any other limited liability company or entity.

**2.13 Sale of Assets.** Company will not sell, transfer, or otherwise dispose of any of its assets or properties (including the Property) except in the ordinary course of business.





**2.14 Default Under Agreements.** Company will not commit any act or fail to commit any act the commission or failure of commission of which constitutes or may give rise to an event of default under the terms of any agreement, contract, or other instrument to which it is a party.

**3. Defaults.** In addition to any other defaults which would entitle the Lender to the remedies set forth in this Security Instrument, Lender will also be entitled to such remedies if any representation, warranty, covenant, or other agreement or commitment made by Company or any of its members or co-makers in, under, or pursuant to the Note or this Security Instrument shall, on or after the date hereof, be false or misleading in any material respect and the facts which cause such representation, warranty, covenant, or other agreement or commitment to be false or misleading continue to exist for a period of thirty (30) days after written notice thereof by Lender to Company.

**4. Assignment of Leases and Rents.**

**4.1 Assignment.** In order to secure further the payment of the indebtedness evidenced by the Note and the observance, performance, and discharge of all of the covenants and agreements of Company herein, Company hereby sells, assigns, transfers, and sets over to Lender, and gives Lender a security interest in, all of Company's right, title, and interest in, to, and under any and all leases, subleases, licenses, concessions, or grants of other possessory interests granted by Company, as lessor, now or hereafter in force, oral or written, covering or affecting the Property (the "Leases") and all of the accounts, rents, revenues, income, profits, and other benefits now or hereafter arising from the use and enjoyment of the Property.

**4.2 Performance Under the Leases.** Company covenants and agrees that it will, at its sole cost and expense, perform and discharge, or cause to be performed and discharged, all of the obligations and undertakings of Company or its agents under any of the Leases and will use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective tenant under each of the Leases, and will appear in and defend, at its sole cost and expense, any action or proceeding arising under or in any manner connected with any of the Leases or the obligations and undertakings of any tenant there under.

**4.3 No Rent Prepayments.** Company, without written approval of Lender in its sole discretion, will not assign or otherwise encumber future rental payments under any of the Leases or collect or accept rent for more than two (2) months in advance.

**4.4 No Obligation of Lender.** This Security Instrument will not be deemed or construed to constitute Lender as a lender in possession of the Property or to obligate Lender to take any action or to incur expenses or perform or discharge any obligation, duty, or liability of Company under any of the Leases.

**4.5 Payment of Rents to Company until Default.** Unless and until a default occurs, Company will be entitled to collect rents as and when they become due and payable. Company hereby agrees that the tenant under any of the Leases, upon notice from Lender of the occurrence of a default, will thereafter pay to Lender the rents due and to become due under that Lease without any obligation to determine whether or not such a default does in fact exist.

**4.6 Modification of Lease.** If the Property is currently the subject of a Lease, Company will not amend or otherwise modify that Lease without the prior written approval of Lender in its sole discretion.

**4.7 Cumulative Remedies.** Each and every right, remedy, and power granted to Lender by this Security Instrument will be cumulative and in addition to any other right, remedy, and power given by the Note or this Security Instrument, or now or hereafter existing in equity, at law, by virtue of statute, or otherwise. The failure of Lender to avail itself of any of the rights and remedies hereof will not be construed or deemed to be a waiver of any thereof.

**5. Receiver.**

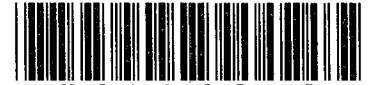
In addition to any other remedy granted under the Note, this Security Instrument or herein now or hereafter existing in equity or at law, Lender may apply to the court in which a proceeding is pending for the enforcement of this





Security Instrument to have a receiver appointed to enter upon and take possession of the Property, collect any rents and profits there from, and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the state in which the Property is situated. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Property or the solvency or insolvency of Company. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Property or the solvency or insolvency of Company. The expenses, including receiver's fee, counsel's fees, costs of agent's compensation, and other expenses incurred pursuant to the powers herein contained will be secured hereby.

[SIGNATURE PAGE FOLLOWS]





WITNESS:

By: \_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness printed or typed name

WITNESS:

By: \_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness printed or typed name

**Diamond Horse, LLC**  
a Wyoming limited liability company

By: *Lorraine Graf* MANAGER

Name: **Lorraine Graf, Trustee of the Trust in Blood**  
dated 10/26/19

Title: **Manager**



**Exhibit A**  
**Legal Description**

A tract of land situated in the N1/2NW1/ 4 of Section 14, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the Northwest corner of said Section 14; thence S57°05'17"E, 2021.21 feet to the point of beginning of said tract, said point lying on the Westerly right of way line of Bird Farm Road (aka County Road No. 28) and the Northerly line of a tract of land described in Book 385 of Deeds, Page 76; thence S76°23'34"W, 668.20 feet along said Northerly line to a point, said point being the Northwest corner of said tract described in Book 385 of Deeds, Page 76 and said point lying on the East line of a tract described in Book 97 of Deeds, Page 315; thence N00°27'26"W, 460.89 feet along said East line to a point, said point being the Northeast corner of said tract described in Book 97 of Deeds, Page 315; thence N89°27'34"E, 446.11 feet along the South line of a tract of land described in Book 41 of Deeds, Page 577 to a point, said point lying on said Westerly right of way of Bird Farm Road; thence S33°55'05"E, 371.02 feet, along said Westerly right of way line to the point of beginning.

Tax ID: 000035

Being the same property as conveyed from First Interstate Bank, Successor Trustee of the Ron Scott Living Trust, under agreement dated the 29th day of December, 1976, as amended and restated to Diamond Horse, LLC as set forth in Deed Instrument #2023-786551 dated 07/07/2023, recorded 07/11/2023, SHERIDAN County, WYOMING.

Parcel ID: 000035