



PURCHASE MONEY MORTGAGE
(Power of Sale Granted)

THIS PURCHASE MONEY MORTGAGE IS DATED EFFECTIVE May 15, 2024, 2023, and is made for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, by and between Blaine R. Phillips, a single man, of P.O. Box 20, Sheridan, WY, 82801, ("Grantor" and/or "Mortgagor" herein), and John E. Anderson, a single man, of P.O. Box 414, Ranchester, WY, 82839, ("Lender" and/or Mortgagee" herein).

Grantor is the owner of the following described real property with an address of 461 and 465 North Sheridan Ave., City of Sheridan, County of Sheridan and State of Wyoming, and more particularly described as:

Part of Lot 2, Block 53, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming, described as follows: Beginning at a point on the West line of Block 53, which point is South 60.85 feet from the Northwest corner of Lot 1, Block 53, of said Addition, thence N.89°08' East, a distance of 140 feet to the East line of said Block, thence South along the East line of said Block 53, a distance of 35.2 feet; thence S. 89°44' West, a distance of 140 feet to the West line of Block 53, thence North, along the West line of said Block 53 a distance of 33.75 feet to the point of beginning. And, parts of Lots 1 and 2, Block 53, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming, described as follows: Beginning at a point on the West line of Block 53 which point is South 26.60 feet from the Northwest corner of said Lot 1; thence N. 89°25' East a distance of 140 feet, to the East line of said Block 53; thence South along the East line a distance of 33.55 feet; thence S. 89°08' West a distance of 140 feet, to the West line of said Block, thence North along the West line of said Block 53, a distance of 34.25 feet to the point of beginning. And, part of Lot 1, Block 53, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming, more particularly described as follows: Beginning at the Northwest Corner of Lot 1; thence N89°55'E, 140 feet to the Northeast Corner of said Lot 1; thence South along the East line of said Lot 1, 25.00 feet to a point; thence S89°25'W, 140 feet to a point on the West line of said Lot 1; thence North 26.60 feet to the point of beginning.

AND

Part of Lots 2 and 3, Block 53, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming, described as follows: Beginning at a point on the West line of Block 53, which point is South 94.6 feet from the Northwest corner of Lot 1, Block 53, of said Addition; thence N. 89°44' East, a distance of 140 feet to the East line of Block 53; thence South, along the East line of said Block 53 a distance of 33.1 feet; thence S. 89°13' West a distance of 140 feet to the West line of said Block, thence North, along the West line of said Block 53, a distance of 34.35 feet to the point on beginning. And, part of Lot 3 and the North 20 feet of

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Lot 4, Block 53, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming, described as follows: Beginning at a point on the West line of said Block 53, which point is South 128.95 feet from the Northwest corner of Lot 1, Block 53 of said Addition; thence N. 89°13' East a distance of 140 feet to the East line of said Block 53; thence South, a distance of 43.15 feet; thence N. 89°55' West a distance of 140 feet to the West line of said Block 53, thence North, along the West line, for a distance of 41.05 feet to the point of beginning.

TOGETHER WITH all improvements situate thereon and all appurtenances, appurtenant water, water rights, ditches and ditch rights adjudicated thereto and ditch company shares associated with the property; and,

SUBJECT TO: (a) record reservations and exceptions in patents from the United States or the State of Wyoming; (b) all easements, restrictions, covenants, rights-of-way and other encumbrances of record; (c) all applicable building and zoning regulations and city, state and county subdivision laws; and, (d) subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises.

(the "Property").

Grantor has agreed to provide the Property as collateral to secure payment in full of all amounts outstanding under a Promissory Note made by Grantor in favor of the Lender on or around the date hereof in the original principal amount of Six Hundred Thirty Thousand Dollars and no cents (\$630,000.00 US) (the "Note"), including all renewals, modifications, extensions, or substitutions thereof. The Lender financing set out in the Note is part of the purchase money used by the Grantor to purchase the Property from the Lender.

The term "Indebtedness" as used in this Mortgage means all principal and interest payable under the Note, plus: (a) any amounts expended or advanced by Lender to discharge obligations of Grantor, and, (b) any expenses incurred by Lender to enforce obligations of Grantor hereunder, as permitted under this Mortgage, together with interest thereon at the Note rate.

The term "Related Documents" as used in this Mortgage means all promissory notes, loan agreements, guaranties, security agreements and other documents executed in connection with this Mortgage or the Indebtedness, whether already existing or executed now or later.

The term "Grantor" is used in this Mortgage for convenience of the parties, and use of that term shall not affect the liability of any such Grantor on the Note.

To secure payment of the Indebtedness with interest thereon in strict accordance with the terms of the Note, or any other agreements evidencing part of the Indebtedness, and to secure performance by Grantor of the covenants contained in this Mortgage and Related Documents, Grantor mortgages and conveys to Lender the Property with all appurtenances, all existing or future improvements, all rights relating to the Property (including all water and ditch rights (including stock in entities with ditch or irrigation rights – if any). Grantor presently assigns to Lender all of Grantor's right, title and

interest in and to all rents, revenue, income, issues, and profits ("Income") from the Property described above.

This Mortgage secures a Note under which the currently scheduled final payment of principal and interest will be due on or before May 15, 2044. This Mortgage also secures any renewal, modification, extension, or substitution for the Note.

This Mortgage, including the assignment of income and the security interest, is given to secure payment of the Indebtedness and performance of all obligations under the Note and all obligations of Grantors under this Mortgage and is given and accepted on the following terms and conditions.

TERMS AND CONDITIONS

1. Payment and Performance.

Except as provided above, Grantor shall pay unto Lender promptly when due all amounts secured by this Mortgage and shall strictly perform all obligations imposed upon Grantor by this Mortgage.

2. Possession and Maintenance of Property.

- a. **Possession.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the rents, revenues, income, issues, and profits.
- b. **Duty to Maintain.** Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.
- c. **Waste; Nuisance.** Grantor shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Property or any portion thereof, including without limitation, removal or alienation by Grantor of the right to remove any timber, minerals (including oil and gas), or gravel or rock products.
- d. **Removal of Improvements.** Grantor shall not make or remove any Improvements' to the Property without the prior written consent of the Lender, which consent shall not be unreasonably withheld.
- e. **Lender's Right to Enter.** Upon forty-eight (48 hour) prior notice to Grantor, Lender and its agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interest and inspect the Property.
- f. **Compliance with Governmental Regulations.** Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulations and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and Lender's interest in the Property is not jeopardized. Lender may require Grantor to post adequate security (reasonably satisfactory to Lender) to protect Lender's interest.

- g. **Environmental Laws and Hazardous Substances.** Grantor agrees not to release any hazardous substances onto the Property as defined by 42 U.S.C. § 9601, any federal regulation promulgated thereunder, and/or any applicable state or local law. Grantor shall take all measures reasonably necessary to prevent any lessee from releasing any such substances onto the Property. Grantor shall hold Lender harmless and shall indemnify Lender, Lender's officers, directors, shareholders, trustees, successors and assigns from all claims, demands, losses, liability, penalty, fine, costs and expenses, including remediation, arising out of any claim that a release of hazardous substance has occurred on the Property. In the event such a claim is presented, Lender may release this Mortgage and in return, Grantor agrees to provide Lender with collateral of at least equal value to the Property, without any prejudice to any of Lender's rights under this Mortgage. The covenants, representations, warranties, and indemnification set forth in this section shall continue in effect and shall survive any foreclosure or satisfaction of this Mortgage. Further, Grantor's covenants, warranties, representations and indemnifications shall be binding upon the Grantor's representatives, successors and assigns and shall inure to the benefit of the Lender's representatives, successors and assigns.
- g. **Duty to Protect.** Grantor shall do all other acts, in addition to those set forth in this section, that from the character and the use of the Property are reasonably necessary to protect and preserve the security.

3. **Condemnation.**

Mortgagor shall give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

4. **Taxes and Liens.**

- a. **Payment.** Grantor shall timely pay, when due, all taxes and assessments against the Property and all claims and demands arising from Grantor's use or occupancy of the Property, Grantor shall pay when due before they become delinquent, all taxes and assessments 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.
- b. **Protection of the Mortgaged Property.** Grantor shall not permit any lien to be imposed upon the Property, except for this Mortgage and any lien of taxes and assessments not yet due.
- c. **Grantor's Right to Contest.** Grantor may withhold payment of any taxes, assessments, claims, or demands, or may elect to contest any lien if Grantor is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Lender's interest in the Property is not jeopardized. If the Property is subject to a lien which is not discharged within fifteen (15) days after the lien arises or, if a lien is filed, within 15 days after Grantor

has notice of the filing, Grantor shall deposit with Lender cash, a sufficient corporate surety bond, or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, or attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

- d. **Evidence of Payments of Taxes or Assessments.** Grantor shall upon demand furnish to Lender evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

4. **Warranties of Grantor.**

- a. **Title.** Grantor warrants that Grantor holds marketable title to the Property in fee simple, free of all encumbrances other than those enumerated in the title policy or report, if any, issued for the benefit of the Lender in connection with this transaction and accepted by the Lender.
- b. **Defense of Title.** Subject to the exceptions in the paragraph above, Grantor warrants and will forever defend the title 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 the Lender under this Mortgage, Grantor shall defend the action at Grantor's expense.
- c. **Compliance with Laws.** Grantor warrants that its use of the Property complies with, and shall comply with, all existing applicable laws, ordinances, and regulations of governmental authorities.

6. **Casualty Insurance.**

- a. **Maintenance of Casualty Insurance.** Grantor shall procure and maintain one or more appropriate policies of casualty insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering the Property and all improvements and fixtures on the Property in an amount sufficient to avoid application of any coinsurance clause and with Grantor's loss payable clause specifically payable 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 ten (10) days' prior written notice to Lender. Grantor shall upon request have an independent appraiser satisfactory to Lender determine the replacement value of the Property at Grantor's expense.
- b. **Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Lender may, at its election, apply the proceeds to the reduction of the Indebtedness or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair and/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 hereunder. Any proceeds which have not been paid within one-hundred eighty (180) days after their receipt and which Grantor has not committed to the repair or restoration of the Mortgaged Property shall be used to prepay first accrued interest and then principal of Grantor's Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to the Grantor.

7. Imposition of Tax by State.

- a. **State Taxes Covered.** This section shall apply to the following state taxes:
- i. A specific tax on mortgages or any part of the Indebtedness secured by a mortgage or security agreement.
 - ii. A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.
 - iii. A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the mortgage.
 - iv. A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by mortgagors.
- b. **Effect of Taxes.** If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:
- i. Grantor may lawfully pay the tax or charge imposed by the state tax, and
 - ii. Grantor pays or offers to pay the tax or charge within 30 days after notice from Lender that the tax law has been enacted.

8. Due on Sale, Consent by Lender.

Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer of all or any part of the Property without the Lender's prior signed written consent. A "sale or transfer" means and includes the conveyance of the Property or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest, lease option contract, or any other method of conveyance of real property interests. If Grantor or an authorized assignee of Grantor is an entity, then a "transfer" also means and includes any change in ownership of the Mortgagor entity of more than twenty-five percent (25.00%) or more ownership or control of the entity or any sale or conveyance of fifty percent (50.00%) or more of the Mortgagor entity's assets. If Grantor or any prospective transferee applies to Lender for consent to a transfer, Lender may require such information concerning the prospective transferee as would normally be required from the new loan applicant. Consent by Lender to one transfer shall not constitute consent to other transfers or a waiver of this section.



9. **Events of Default.** The following shall each constitute an event of default:

- a. Failure of Grantor or Obligor to timely make any payment required under the Notes when due.
- b. Failure of Grantor to make any payment required under this Mortgage when due.
- c. Failure of Grantor to perform any other obligation contained in this Mortgage if:
 - i. Lender has sent to Grantor a written notice of the failure and the failure has not been cured within fifteen (15) days of the notice, or if the default cannot be cured within fifteen (15) days, Grantor has not commenced curative action or is not diligently pursuing such curative action; or
 - ii. Grantor has been given notice of a breach of the same provisions of this Mortgage within the preceding twelve (12) months.
- d. Failure of Grantor within the time required by this Mortgage to fully tender and make any payment for taxes, insurance, or for any other payment necessary to prevent filing of or to effect discharge of any lien.
- e. Dissolution or termination of existence (if Grantor is an entity), insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditor by, the commencement of any proceeding under any bankruptcy or insolvency laws by or against, or failure to obtain dismissal or deny the contents of any petition filed under any bankruptcy or insolvency laws within the time required to answer by, Grantor or any of the individuals or entities who are herein collectively referred to as "Grantor."
- f. Default of Grantor under any obligation or instrument, or commencement of any suit or other action to foreclose any lien.
- g. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness of Grantor to Lender, whether made now or later.
- h. If Lender reasonably deems itself insecure.

10. **Rights and Remedies on Default.**

- a. **Remedies.** Upon the occurrence of any event of default and at any time thereafter, Lender may exercise any one or more of the following alternative and, to the fullest extent possible, cumulative, rights and remedies in addition to any other remedy which may be available at law, in equity, or otherwise:
 - i. Lender may declare the entire amount owed by Grantor and/or Obligor, including any prepayment penalty which is required to be paid, immediately due and payable.
 - ii. Lender may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a lender-in-possession.
 - iii. Lender may, either through a receiver or as a lender-in-possession, take possession of all or any part of the Property, which shall be peaceably surrendered by Grantor.



- iv. Lender shall have the right without notice to Grantor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user to make payments of rent or use fees directly to Lender. If Income is collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either personally, by agent, or through a receiver.
- v. Lender may obtain a decree foreclosing Grantor's interest in all or any part of the Mortgaged Property.
- vi. **Lender may foreclose Grantor's interest in all or any part of the Mortgaged Property by nonjudicial sale, and specifically by "Power of Sale" or "advertisement and sale" foreclosure as provided by applicable statute. Such "Power of Sale" or "advertisement and sale" pursuant to Wyoming law is expressly and intentionally granted by the Mortgagor unto the Mortgagee as a part of the bargained for and exchanged consideration for this agreement.**
- vii. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.
- b. **Receiver.** Lender shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the Indebtedness, and any receiver appointed may serve without bond. Employment by Lender shall not disqualify a person from serving as a receiver.
- c. **Rights of Receiver or Lender-in-Possession.** Upon taking possession of all or any part of the Property the receiver or Lender may:
 - i. Use, operate, manage, control, and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgment are proper;
 - ii. Collect all rents, revenues, income, issues, and profits from the Property and apply such sums to the expenses of use, operation, and management;
 - iii. At Lender's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Lender deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Lender or otherwise, or Lender may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Indebtedness from the date of expenditure until repaid and shall be payable by Grantor to Lender on demand.



- d. **Election of Remedies.** To the extent permitted by law, election by Lender to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Lender under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation pursuant to this Mortgage or related documents shall neither prejudice Lender's right to declare a default nor constitute any express or implied waiver of the breached term or of any of the remedies provided in this section.
- e. **Application of Proceeds from Mortgaged Property.** All proceeds realized from the exercise of Lender's rights and remedies shall be applied as follows:
 - i. To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs of expenses of any receiver or lender-in-possession, and the costs and expenses provided for in this Mortgage or related documents;
 - ii. To pay all amounts owed by Grantor payment of which is secured by this Mortgage;
 - iii. The surplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

11. **Miscellaneous.**

- a. **Notices.** Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by written notice to the other designate a different address.
- b. **Attorney Fees; Expenses.** In the event that Lender shall take any action, judicial or otherwise, to enforce the Notes, other portions of the Indebtedness, or any provision of this Mortgage, or if Lender shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Lender shall be entitled to recover from Grantor all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any efforts of Lender to collect the Indebtedness or enforce this Mortgage. Grantor shall reimburse Lender for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid.
- c. **Waiver, Election of Remedies.** A waiver by any party of a breach of the provision of this Mortgage shall not constitute any express or implied waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

- d. **Successors and Assigns.** Subject to section 9 *supra*, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Grantor and Lender. 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.
- e. **Time of Essence.** Time is of the essence of this Mortgage.
- f. **Lender's Right to Perform Obligations of Grantor.** If Grantor fails to perform any obligation required of it under this Mortgage, Lender, without notice, may take any steps necessary to remedy such failure. Grantor shall reimburse Lender for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid. Such action by Lender shall not constitute a waiver of the default or of any other right or remedy which Lender may have on account of Grantor's default.
- g. **Security Agreement; Financing Statements.** This instrument shall also constitute a security agreement under the Uniform Commercial Code with respect to any Personal Property included in the Property and the rents, revenues, income, issues and profits therefrom (the "Collateral"). Upon request by Lender, Grantor shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Grantor's expense in all public offices where filing is required to perfect security interests of Lender in the Collateral. Lender may, at any time and at its option without further authorization from Grantor, file copies of this Instrument as financing statements. Grantor will reimburse Lender for all its expenses incurred in perfecting or continuing this security interest. Upon default Grantor shall, within three days after receipt of written demand from Lender, assemble the Collateral and make it available to Lender at a place designated by Lender. To the extent any of the Property constitutes fixtures, this Mortgage shall be filed as a fixture filing in the real property records.
- h. **Release on Full Performance.** If Grantor and/or Obligor pays the full indebtedness when due and performs all obligations under this Mortgage, Lender shall, if requested, execute and deliver to Grantor a suitable satisfaction of this Mortgage.
- i. **Use.** "THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."
- j. **Applicable Law.** This Mortgage has been executed and delivered to Lender and all payments are to be made to Lender. This Mortgage shall be governed in all respects by, and pursuant to, the substantive and procedural laws of the State of Wyoming.
- k. **Waiver of Homestead.** Grantor fully and knowingly waives any rights under homestead or similar laws that may affect the Mortgaged Property, and Grantor agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Grantor may have.



1. **Multiple Parties.** If there is more than one Grantor, the obligations imposed upon Grantor under this Mortgage shall be joint and several.
12. **Notices to Grantor.** The undersigned Grantor requests that all notices to Grantor required under this Mortgage or by law be mailed to Grantor at Grantor's address as set forth on the first page of this Mortgage.

Grantor-Mortgagor:

Blaine R. Phillips

Date: 5-15-2024

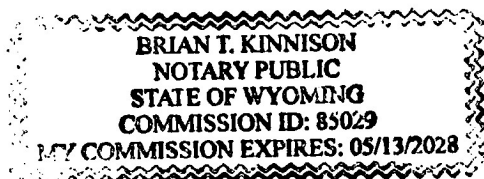
STATE OF WY)
County of Sheridan) ss.

The foregoing instrument was executed and acknowledged before me on this 15th day of May, 2024, by Blaine R. Phillips, a single man.

Witness my hand and official seal.

Notary Public

My Commission expires: 5-13-28



NO. 2024-791983 MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801