

## MORTGAGE

THIS MORTGAGE (hereinafter called the "Mortgage"), is made and executed this 10<sup>th</sup> day of June, 2024, by **Justin A. Cox** (hereinafter called "Mortgagor"), in favor of **Douglas R. Shelton, Trustee of the Douglas and Peggy Shelton Revocable Trust, dated 2/3/2017**, as amended and restated, its successors and assigns as their interests may appear (hereinafter called "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Two Hundred Eighty Thousand Dollars and no cents (\$280,000.00), which indebtedness is evidenced by Mortgagor's Promissory Note of even date with this Mortgage (which note, together with any renewal, extension, or modification thereof, shall be referred to as the "Note"), providing for certain payments of principal and interest; and

WHEREAS, this Mortgage is executed as security for (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications thereof, whether or not such renewal, extension, and/or modification is presently contemplated by the parties; (b) all other indebtedness of the Mortgagor to the Mortgagee which exists or may arise in the future for so long as this Mortgage remains in effect; (c) payment of all other sums, with interest, advanced hereunder to protect the security of this Mortgage; (d) all costs and expenses (including, but not limited to, attorneys' fees) reasonably incurred by Mortgagee as a consequence of Mortgagor's default hereunder or under the terms of the Note; and (e) the performance of Mortgagor's covenants and agreements under this Mortgage, or under any other agreement between the parties.

NOW, THEREFORE, Mortgagor, to secure payment of the sum Two Hundred Eighty Thousand Dollars and no cents (\$280,000.00), with interest, as secured by the Note, does hereby mortgage and warrant to Mortgagee, with POWER OF SALE, certain property located at 846 Sumner Street, in the City of Sheridan, County of Sheridan, State of Wyoming, which is described more particularly on **Exhibit A** attached hereto and incorporated herein, to have and to hold the above described premises unto the Mortgagee, together with all improvements now or hereafter erected on the property, all construction materials, apparatus, equipment and appliances used in the connection with the property (whether or not attached or affixed to the property), and all easements, rights and appurtenances which shall be deemed to be and remain a part of the property covered by this Mortgage and referred to hereby as the "Property."

The Property is mortgaged unto the Mortgagee subject to and in accordance with the following specific covenants, stipulations and agreements:

1. Mortgagor's Covenant to Pay and Perform Covenants. Mortgagor shall pay when due all amounts at any time secured by this Mortgage and shall perform and observe each and every term, covenant, and condition contained herein. Time is of the essence in making such payments. If Mortgagor fails to make the payments when due, and if he fails to cure such default within fifteen (15) days of being given notice of such default, then

Mortgagee may, without further notice or demand, call the entire principal balance and all accrued interest immediately due and payable.

2. Warranties of Title. Mortgagor warrants that Mortgagor has good and merchantable title to the said Property and has the right and lawful authority to sell, convey, mortgage, assign, and pledge the same. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and subject to any claims Mortgagor may have against Mortgagee under that certain *Agreement for Purchase and Sale* between the parties or that certain *Warranty Deed* executed by Mortgagee in favor of Mortgagor.

3. Maintenance of the Property. Mortgagor shall at all times maintain, preserve and keep the Property and every part thereof in good condition, repair and working order and will from time to time make all needful and proper repairs, replacements, additions, betterments, and improvements thereto so that the value thereof shall at all times be maintained and preserved and shall not commit any waste thereon. Mortgagor shall not destroy, damage, or allow the Property to deteriorate. Mortgagor may not make any alterations to the Property without Mortgagee's prior written consent. Mortgagor shall submit to Mortgagee plans for any proposed alteration in such detail as Mortgagee may require in its discretion. Mortgagor agrees not to release any hazardous substances onto the Property as defined by 42 U.S.C. § 9601, any federal regulation promulgated thereunder, or any state or local law. Mortgagor shall take all measures reasonably necessary to prevent any lessee from releasing any such substances onto the Property. Mortgagor shall hold Mortgagee harmless and shall indemnify Mortgagee, Mortgagee'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 subject to any claims Mortgagor may have against Mortgagee under that certain *Agreement for Purchase and Sale* between the parties. In the event such a claim is presented, Mortgagee may release this Mortgage and in return, Mortgagor agrees to provide Mortgagee with collateral of at least equal value to the Property, without any prejudice to any of Mortgagee'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, Mortgagor's covenants, warranties, representations and indemnifications shall be binding upon the Mortgagor's representatives, successors and assigns and shall inure to the benefit of the Mortgagee's representatives, successors and assigns.

4. Covenant against Further Encumbrances. Mortgagor covenants and agrees to keep the Property and the rights, privileges, and appurtenances thereto, free from all Mechanic's, Materialman's, Federal, State or Judgment claims, or encumbrances of any kind which would be superior to the lien of this Mortgage, and if any such lien be filed, Mortgagor will, within twenty (20) days after such filing, cause the same to be discharged by payment, bonding, or otherwise to the satisfaction of Mortgagee.

5. Payment of Taxes, Assessments and Insurance. The Mortgagor agrees to pay, when due, all taxes, liens, judgments, assessments of any nature, and other costs or



charges which may affect the Property or the Mortgagee's interest therein; and shall insure, to the satisfaction of the Mortgagee, all buildings and personal property thereon against loss or damage resulting from fire, windstorm, and other hazards, including extended coverage, vandalism, and malicious mischief endorsements, in an amount not less than the full replacement cost thereof; the policy for which shall show Mortgagee as additional loss payee. Mortgagor shall, upon demand, provide Mortgagee with evidence of such payments and such insurance. In the event Mortgagor fails to pay such taxes, assessments or insurance when due, Mortgagee may, at its option, pay such charges and add the cost thereof to the balance due on the Mortgage. These amounts shall bear interest from the date of disbursement at the Note rate and at the option of the Mortgagee shall be immediately due and payable.

In the event of loss, Mortgagor shall give Mortgagee immediate notice by mail. Mortgagee may make proof of loss if not made promptly by Mortgagor. All or any part of the insurance proceeds may be applied by Mortgagor, at its option, either (a) to the reduction of the indebtedness under the Note and this Mortgage as described in the Promissory Note, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the payments which are next due or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Mortgage shall be paid to the party or entity legally entitled thereto.

Mortgagor shall maintain comprehensive public liability and property damage liability insurance protecting Mortgagor against claims for personal injury or death occurring in, on, or about the mortgaged Property as may be required by Mortgagee, in companies and amounts satisfactory to Mortgagee during the existence of the debt hereby secured, and will furnish to Mortgagee such evidence of such insurance as Mortgagee may require. Such policy shall show Mortgagee as additional insured.

Notwithstanding the forging, and in addition to other required payments, Mortgagor shall pay or cause to be paid to Mortgagee on the 15th day of each month a sum equal to one-twelfth (1/12) of the amount of: (a) all real estate taxes (and assessments, if any) as estimated from time to time by Mortgagee, becoming due with respect to the Property on the next succeeding date upon which the same shall be due and payable and (b) all premiums, computed on an annual basis, for the insurance required by to be carried pursuant to the Mortgage. All such amounts (hereinafter "Escrows") shall be held by Mortgagee in such manner as it sees fit without any obligation to invest the same. The Escrows shall be applied to the payment of the charges for which the Escrows are deposited, or at Mortgagor's option, to the payment of any such items in such order of priority as Mortgagee shall determine. If, as the same become due and payable, the amount then on deposit shall be insufficient to pay such item, Mortgagor, within five (5) days after demand is made therefor, shall deposit the amount of such deficiency with Mortgagee.

6. Assignment. Mortgagor shall not sell any portion of the mortgaged Property without immediately paying to the Mortgagee the entire balance due under this Mortgage.

7. Indemnity. Mortgagor shall indemnify Mortgagee from all loss, damage and expense, including reasonable attorney's fees, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party by reason of this Mortgage or to which Mortgagee may become a party for the purpose of protecting the lien of this Mortgage or enforcing Mortgagee's rights hereunder. All such amounts shall be so much additional indebtedness hereby secured, and the Mortgagor shall reimburse the Mortgagee therefore on demand, together with interest at ten percent (10%) per annum from the date of demand to the date of payment.

8. Grounds for Acceleration of Debt. Mortgagee may require payment in full of all sums secured by this Mortgage if: (i) Mortgagor fails to pay in full any amount required to be paid by the Note or this Mortgage; (ii) Mortgagor fails to perform any other obligation contained in: (a) the Note; (b) this Mortgage; or (b) any other loan document or agreement between Mortgagor and Mortgagee; (iii) Mortgagor breaches any warranty, covenant, or representation contained in: (a) the Note; (b) this Mortgage; or (c) any other loan document or agreement between Mortgagor and Mortgagee; or (iv) upon a transfer of the Property as described in the Note.

9. Default. If one or more of the following events occur during the term of this Mortgage, the Mortgagor shall be in default hereof:

- (a) If a default shall occur in the payment of any sum due and payable under the Note, Mortgage or any other loan document or agreement between Mortgagor and Mortgagee; or
- (b) If Mortgagor fails to perform any other obligation which they are required to perform under the terms of this Mortgage or any other loan document or agreement between Mortgagor and Mortgagee; or
- (c) Death of the Mortgagor; or
- (d) The filing of any petition for bankruptcy by or against the Mortgagor; or
- (e) The filing of any application for appointment of a receiver for, making of a general assignment for the benefit of creditors by, or insolvency of, the Mortgagor; or
- (f) Upon a Transfer of the Property as described in the Note.

9. Remedies on Default. Upon Mortgagor's default of any covenant or agreement in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee, prior to acceleration, shall give notice to Mortgagor specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date of the notice is mailed to Mortgagor by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage. If the breach is not cured on or before the date specified in the notice, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further

demand and may foreclose this Mortgage by invoking the power of sale provided by Wyoming Statutes, or Mortgagee may pursue any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 9, including, but not limited to, reasonable attorney's fees. In the event proceedings be commenced for the foreclosure of this Mortgage, either under the power of sale herein, or by judicial action, then the rents, issues, and profits of the Property and appurtenances thereon from the time of default and during the period of redemption shall be held and applied to the payment of the indebtedness hereby secured, and the costs, attorney's fees and other disbursements made under the terms of this Mortgage, and any court of competent jurisdiction, upon application by the Mortgagee may appoint the Mortgagee, its nominee, or any other suitable person as receiver of the Property and the rents, profits and issues thereof. Upon default, Mortgagee may proceed, at its election, against part or all of the Property, at the same time or from time to time.

If Mortgagee invokes the power of sale, Mortgagee shall give notice of intent to foreclose to Mortgagor and to the person in possession of the Property, if different, in accordance with applicable law. Mortgagee or Mortgagee's designee may purchase the Property at any sale. The proceeds from the sale shall be applied in the following order; (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

Mortgagee shall, at Mortgagee's option, have the right, upon default, acting through Mortgagee's agent or attorneys, either with or without process of law, forcible or otherwise, to enter upon and take possession of the mortgaged Property, to expel and remove any persons, goods or chattels occupying or upon the same, to collect or receive all the rents, issues, and profits thereof from the time of default and during the period of redemption and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all attorney's fees and expenses incurred in the protection, care, maintenance, management and operation of said Property, Mortgagee shall have the right to apply the remaining net income upon the indebtedness secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

The rights and remedies granted to the Mortgagee hereunder are cumulative, and are not in lieu of, but are in addition to, and shall not be affected by the exercise of any other remedy or right now or hereafter existing at law or inequity.

10. Inspection. Mortgagor agrees to permit Mortgagee and its agents, at all reasonable times, to inspect the mortgaged Property for the purpose of determining whether Mortgagor is in compliance with the provisions of this Mortgage. Mortgagee may take reasonable action to protect and preserve the Property.

11. Satisfaction of Mortgage. Upon full payment of all sums secured hereby at the time and in the manner provided, this Mortgage shall be null and void, and a release of the mortgaged Property shall, pursuant to State law, be made by Mortgagee to Mortgagor.

12. Miscellaneous. All provisions hereof shall inure to and bind the respective successors and assigns of the parties hereto. The word "Mortgagor" shall include all persons claiming under or through Mortgagor, and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

13. Notices. All notices, demands, consents or requests which are either required or desired to be given or furnished hereunder shall be in writing and shall be deemed to have been properly given when either delivered personally or deposited into the United States mail, registered or certified mail, postage prepaid, to the address of the parties hereto set below. By notice complying with this section, each party may from time to time change the address to be subsequently applicable to it for the purpose of this section.

Mortgagor:

Justin A. Cox  
846 Sumner St  
Sheridan, WY 82801

Mortgagee:

Trustee of the Douglas and Peggy Shelton Revocable Trust, dated 2/3/2017, as amended and restated  
607 Frank Street,  
Sheridan, WY 82801

14. Severability. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provisions herein contained unenforceable.

15. Governing Law. This Mortgage and the Note secured hereby are to be construed and enforced according to and governed by the laws of the State of Wyoming.

16. Waiver of Homestead. Mortgagor waives any rights under homestead or similar laws that may affect the mortgaged Property, and Mortgagor agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Mortgagor may have.

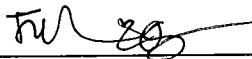
17. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Mortgagee to the extent of the full amount of the indebtedness that remains unpaid under the Promissory Note and this Mortgage. Mortgagee shall apply such proceeds to the reduction of the indebtedness under the Promissory Note and this Mortgage as described in the Promissory Note. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are next due or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding

indebtedness under the Promissory Note and this Mortgage shall be paid to the persons or entity legally entitled thereto.

18. Renewal, Extension and/or Modification. Nothing contained herein shall be construed so as to require the Mortgagor to request, or require the Mortgagee to consent to, any renewal, extension, and/or modification of the debt secured hereby. In the event the Mortgagor and the Mortgagee mutually agree to effect any renewal, extension, and/or modification of the Promissory Note, this Mortgage shall continue in full force and effect, without interruption or impairment of priority, to secure all debts and obligations of the Mortgagor to the Mortgagee until all such debts and obligations have been satisfied in full and completely and fully discharged.

19. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. Extension of time of payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor shall not operate to release the liability of the Mortgagor, any co-debtors, or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against any co-debtor or successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by Mortgagor, any co-debtor, or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

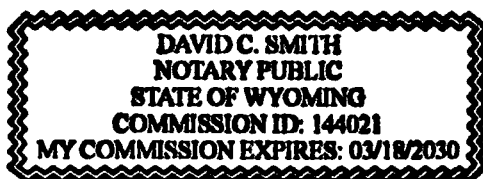
IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed on the day and year first above written.

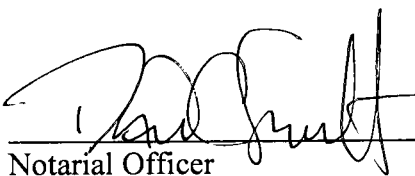
  
Justin A. Cox

STATE OF WYOMING     )  
                                      ) ss  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2024, by Justin A. Cox.

WITNESS my hand and official seal.



  
Notarial Officer  
Title and Rank: Notary Public  
My commission expires: 3/18/30



**2024-792480** 6/11/2024 4:08 PM PAGE: 8 OF 8

FEES: \$33.00 PK MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## **EXHIBIT A OF MORTGAGE**

(legal description)

Lot 3, and the North 24 feet of Lot 4, Block 4, Vale Avoca Place, Second Addition, an Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

*Mortgage*

Douglas and Peggy Shelton Revocable Trust / Justin A. Cox  
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**NO. 2024-792480 MORTGAGE**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
LONABAUGH & RIGGS DRAWER 5059  
SHERIDAN WY 82801