Record and Return Copy to: G. Nolan Thomas, WSB #8-6624 **THOMAS & THOMAS LLC** 316 S. Gillette Ave., Ste. 200 Gillette, WY 82716 nolan@tntlaw.org $(307)\,\overline{257}$ -5298



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FEES: \$21.00 PK MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

MORTGAGE

Frank Jackson Ingram, who has a mailing address of 8 Pleasant Valley Lane, Sheridan, WY 82801 ("Mortgagor") enters this Mortgage with Dennis Price Crowell ("Mortgagee") who has a mailing address of PO Box 14936, Albuquerque, NM 87191 to secure the payment of Two Hundred Twenty-Six Thousand Dollars and 00/100 (\$226,000.00) due in accordance with the terms of a Promissory Note ("Note") of even date herewith wherein Mortgagor is the Borrower and wherein Mortgagee is the Lender. Mortgagor and Mortgagee are sometimes referred to collectively as the "Parties" herein.

Mortgagor does hereby mortgage to Mortgagee, the following described real estate situate in the County of Sheridan, State of Wyoming:

Lot No. 16 in Pleasant Valley Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 204;

(the "Property").

Together with all improvements now or hereafter erected on the Property and all easements, rights, appurtenances, rents, and profits, and all fixtures now or hereafter attached to the Property, all of which, including any replacements or additions thereto, shall be deemed to be and remain part of the Property covered by this Mortgage. Mortgagor shall pay when due the principal and interest on the indebtedness evidenced by the Note.

The Mortgagor shall pay the indebtedness hereby secured and shall pay all taxes and assessments on the Property and shall keep any buildings thereon insured in a sum of not less than the outstanding balance of this Mortgage as calculated under the terms of the Note. In the event, Mortgagor shall fail to pay such taxes and assessments or keep the Property insured as stated FIT AM

INGRAM/ CROWELL **MORTGAGE**

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above, Mortgagee, at his option, may insure the Property and pay such taxes and assessments, and

any sums so paid shall be added to and considered as part of the indebtedness under the Note

hereby secured by this Mortgage with interest accruing thereon at the rate set by the Note.

To fully assure Mortgagee the benefit of the security interest in the Property hereby granted

by this Mortgage, Mortgagor hereby assigns to Mortgagee all rents hereafter payable for the use

and occupancy of the Property by any person in possession thereof with Mortgagor's consent. If

default occurs in any of the covenants and stipulations contained in this Mortgage or the Note,

whether or not Mortgagee immediately elects to foreclose on this Mortgage on account thereof,

Mortgagee shall at once be entitled, and is hereby authorized, to collect rents from the premises

and to apply the same to the payment of the indebtedness secured by this Mortgage as contained

in the Note.

Any notice under this Mortgage or the Note, except for any notice required under

applicable law to be given in any other manner, shall be in writing and shall be effective when

personally delivered, or when deposited with a nationally recognized overnight courier, or when

deposited in the United States Mail, first class, certified mail, postage prepaid, directed to the

address stated herein or at such other address as the Mortgagor or Mortgagee shall designate by

written notice to the other party.

IF TO MORTGAGOR:

IF TO MORTGAGEE

Frank Jackson Ingram

8 Pleasant Valley Lane

Sheridan, WY 82801

Frankslaw4@gmail.com

Dennis Price Crowell PO Box 14936 Albuquerque, NM 87191

raven40sw@gmail.com

In case of default on the payment above as set forth in the Note for the debt hereby secured

by this Mortgage, or any part of such principal or interest, when the same shall become due, or in

case default shall be made in any of the covenants and agreements in this Mortgage or the terms

INGRAM/CROWELL PAGE 2 OF 4

MORTGAGE

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of the Note, and should such default continue for a period of ninety (90) days after notice is

provided in accordance with the terms of the Note, then the whole indebtedness secured by this

Mortgage together with interest thereon shall become due and payable at the option of Mortgagee,

Mortgagee's legal representatives, heirs, or assigns, as the case may be, may proceed by power of

sale and any other remedy permitted by Wyoming law to foreclose on and sell the Property, and

out of the proceeds of such sale, shall pay all sums due under this Mortgage and the Note.

This Mortgage shall be binding upon and inure to the benefit of the Parties, their heirs,

successors, and assigns. This Mortgage may be assigned by the Mortgagee without prior written

consent of the Mortgagor. Upon such assignment of this Mortgage, Mortgagee shall provide

Mortgagor written notice thereof and shall provide an updated address for providing any future

notices or payments as provided above.

Mortgagor, by entering this Mortgage and the Note, waives the application of any federally

mandated disclosures on the part of the Lender, if any. Mortgagor may not assign, encumber,

convey, or sell the Property without Mortgagee's express written consent or without making

adequate provision to ensure repayment of Mortgagee prior thereto.

The terms of the Note herein described are incorporated by reference within this Mortgage

as though set forth at length herein. If there are any express conflicts between the terms of this

Mortgage and the Note, the terms of the Note shall be controlling over this Mortgage. To the

extent possible, the terms of the Note and this Mortgage shall be construed in harmony while

giving precedence to the terms of the Note.

Once the indebtedness secured by this Mortgage is paid in full in accordance with the terms

of this Note, the Mortgagee or the Mortgagee's heirs, successors, agents, or assigns shall file a

TO F WAR

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written notice or written release with the Sheridan County Clerk of Title clearing title to the Property and making the payment in full of the indebtedness public record.

Mortgagor hereby relinquishes and waives all rights of homestead exemption in the property under Wyoming law.

MORTGAGOR:	MORTGAGEE:
Date: 9, 2023	Date: 09 NOV 2023
Frank Jackson Ingram	<u>Menuis Plonoell</u> Dennis Price Crowell
STATE OF WYOMING)	
COUNTY OF CAMPBELL) ss.	
The above and foregoing Mortgage, was subscrime on this day of Mov, 2023, by Frank Jack proven to be the person whose name is subscribed to the	sson Ingram, known to me or satisfactorily
In witness whereof. I hereunto set my hand and of DRA K. JENNINGS Note: y Public - State of Wyoming Commission ID 07215 My Commission Expires AUGUST 3, 2029	Angs.
Notary Pub	olic /
STATE OF WYOMING)) ss.	
COUNTY OF CAMPBELL)	
The above and foregoing Mortgage, was subscri	ihed sworn to and acknowledged before

egoing Mortgage, was subscribed, sworn to, and acknowledged before me on this 9^7 day of \mathcal{MOV} , 2023, by Dennis Price Crowell, known to me or satisfactorily proven to be the persons whose name is subscribed to the within and foregoing instrument.

In witness whereof, I hereunto set my hand and official seal.

DEBRAK. JENNINGS Notary Public - State of Wyoming Commission ID 87215 fy Commission Expires AUGUST 3, 2029

Notary Public

NO. 2023-788844 MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK THOMAS & THOMAS LLC 316 S GILLETTE AVE STE 200 GILLETTE WY 82716