



MORTGAGE

THIS MORTGAGE is made and entered into this 30 day of October, 2024, by and between Drew and Heidi Walker, husband and wife (collectively hereinafter referred to as "Lender" or "Mortgagee") and William W. Lindmier and M. Hilery Lindmier, Trustees of the William and Hilery Lindmier Living Trust dated November 21, 2023 (collectively hereinafter referred to as "Mortgagor" or "Borrower").

That for the consideration hereinafter stated, receipt of which is hereby acknowledged, Mortgagor does hereby grant, mortgage and convey unto Mortgagee, its successors and assigns, all of Mortgagor's right, title and interest in and to the following described Real Property located in Sheridan County, State of Wyoming, and legally described as:

A tract of land being a portion of Tract 7 of the McNally Subdivision, Sheridan County, Wyoming together with a tract of land situated in the NW1/4NW1/4 of Section 26 and NE1/4NE1/4 of Section 27, all in Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; this tract of land more particularly described as follows:

Beginning at the Northeast Corner of said Section 27, this Section Corner also being the Northwest Corner of said Section 26; thence S89°59'52"E for a distance of 949.47 feet to the Westerly right-of-way line of Cox Valley Road; thence along said right-of-way on a bearing of S29°53'42"W for a distance of 307.71 feet; thence leaving the said right-of-way on a bearing of N89°59'52"W for a distance of 903.44 feet; thence N11°47'48"W for a distance of 128.57 feet; thence N43°28'46"E for a distance of 194.19 feet to the point of beginning.

Commonly known as 34 Cox Valley Rd, Sheridan, Wyoming

together with all existing or subsequently erected or affixed buildings, improvements and fixtures thereon situate; all easements, rights of way, and appurtenances; but subject to all restrictions, reservations, covenants and easement of record.

Mortgagor hereby also assigns to Mortgagee all of Mortgagor's right, title and interest in and to all leases of the Property and all rents from the Property.

To have and to hold the same unto Mortgagee and the successors in interest of Mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The following definitions apply to this Mortgage:

"Indebtedness" means all principal and interest payable under the Note and any other amounts expended or advanced by Lender to discharge obligations of Mortgagor or expenses incurred by Mortgagee to enforce obligations of Mortgagor under this Mortgage, together with interest on such amounts as provided in this Mortgage.



“Property” means collectively the Real Property and Personal Property.

“Personal Property” means all equipment, fixtures, and other articles of personal property now or hereafter owned by Mortgagor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds from any sale or disposition of the Property.

This Mortgage is given to secure the payment of a Promissory Note (hereinafter referred to as “the Note”) dated August 1, 2024 under which Borrower promises to pay THREE HUNDRED THOUSAND DOLLARS AND 00/100’s (\$300,000.00), plus interest, fees, costs, expenses and charges, all as set forth under the Note to the order of the Lender. This Mortgage, including the assignment of rents and the security interest in the rents and personal property, is further given to secure payment of the indebtedness and performance of all obligations of Mortgagor under this Mortgage and the Note it secures.

1. Mortgagor covenants and agrees as follows:
 - a. Mortgagor will promptly pay the indebtedness by said Note at the times and in the manner therein provided.
 - b. Mortgagor will pay all taxes, assessments, water rates, and other governmental charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to Mortgagee.
 - c. Mortgagor will pay such expenses and fees as may be incurred in the protection and maintenance of the Property, including the fees of any attorney employed by Mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee’s sale, or court proceedings, or in any other litigation or proceeding affecting the Property. Attorney fees reasonably incurred in any other way shall be paid by Mortgagor.
 - d. The rights created by this conveyance shall remain in full force and effect during the postponement or extension of the time of the payment of the indebtedness evidenced by the Note or any part thereof secured hereby.
 - e. Mortgagor will continuously maintain adequate hazard insurance on the improvements now or hereafter on the Property, in such amounts as Mortgagee may from time to time require on the improvements now or hereafter on the Property, and will pay promptly when due any premiums therefor. All insurance shall have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagor will give immediate notice in writing to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Mortgagee or, at the option of Mortgagee, may be surrendered for a refund.



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

- f. Mortgagor will keep and maintain the Property and all of the improvements located thereon in good repair and condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value. Mortgagor will keep all buildings as may now be present or as may be built or installed on the Property in the future and other improvements on the Property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of the Property or any part thereof; in the event of failure of Mortgagor to keep the buildings on the Property and those erected on the Property, or improvements thereon, in good repair, Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this Mortgage.
- g. Mortgagor will not voluntarily create or permit to be created against the Property any lien or liens superior to the lien of this Mortgage without the written consent of Mortgagee; and further, that Mortgagor will keep and maintain the same free from the claim of all persons, supply labor and materials for construction of any and all buildings or improvements now being erected or to be erected on the Property.
- h. All awards of damages in connection with any condemnation for public use of or injury to any of Property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under the Note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- i. Mortgagor will not keep or dispose on the Property any hazardous waste or substance on the Property and will promptly notify Mortgagee in the event hazardous material is found on the Property. Mortgagor hereby releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any Federal, State or local laws, rules or regulations now in effect or as may be later amended or enacted. Mortgagor hereby agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of this Mortgage or as a consequence of any use, storage, disposal or release of any hazardous waste or substance on the Property. This provision of this Mortgage shall survive the payment of the indebtedness.
- j. Mortgagor shall not cause, conduct, or permit any nuisance or commit or permit any stripping of or waste on the Property or any portion thereof. Mortgagor's use of the Property shall comply with all applicable laws, rules, and regulations.
- k. Mortgagor agrees not to abandon the Property.
- l. Except as otherwise provided in this Mortgage, Mortgagor shall promptly pay to Mortgagee all amounts secured by this Mortgage as they become due, and shall strictly perform all of Mortgagor's obligations under this Mortgage.
- m. Mortgagor covenants that it is lawfully seized and possessed of and has the right to sell

and convey the Property; that the same is free from all encumbrances; and that Mortgagor hereby binds itself and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all other persons whatsoever.

2. To further secure said indebtedness, Mortgagor hereby grants to Mortgagee a security interest in all of Mortgagor's rights, titles and interests in and to the Property insofar as such Property consists of equipment, accounts, contract rights, general intangibles, inventory, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the applicable Wyoming Uniform Commercial Code, including the proceeds and products from any and all of such personal property. Upon the happening of any of the Events of Default, Mortgagee is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the applicable Wyoming Uniform Commercial Code with reference to the personal property and fixtures in which Mortgagee has been granted a security interest herein, or Mortgagee may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted under this Mortgage in respect of the real property covered hereby. Such rights, powers and remedies shall be cumulative and in addition to those granted Mortgagee under any other provision of this Mortgage or under any other instrument executed in connection with or as security for any of said indebtedness.

3. Mortgagee 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 Real Property, or any interest in the Real Property. A "sale or transfer" means any conveyance of the Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, contract for deed, or lease with a term greater than one (1) year in duration.

4. At the option of Mortgagee, any of the following occurrences shall constitute an event of default:

- a. failure to pay the Indebtedness;
- b. failure to comply with or perform any of the covenants contained herein;
- c. failure to pay as required under the Note;
- d. failure to comply with or perform any of the covenants contained in the Note;
- e. any material false or misleading statement made by Mortgagor;
- f. commencement of foreclosure proceeding by any other party; or
- g. material adverse change in Mortgagor's financial condition.

5. Upon the occurrence of any event of default, Mortgagee may, at its option, exercise any one or more of the following rights or remedies, in addition to any right or remedy provided by law:

- a. Mortgagee, without notice to Mortgagor, may declare the entire indebtedness immediately due and payable (acceleration);
- b. Mortgagee, with respect to all or any part of the Personal Property, shall have all the rights and remedies of a secured party under the U.C.C.;
- c. Mortgagee may take possession of the Property, terminate Mortgagor's right of possession and use of the Property, and Mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits;
- d. Mortgagee may proceed by way of judicial foreclosure;
- e. Mortgagee may proceed by way of nonjudicial foreclosure and sale by "power of sale" or "advertisement and sale";
- f. Mortgagee retains all other rights and remedies provided in this Mortgage or Note or as provided by law or equity.

6. The proceeds of any sale of the Property in accordance with the immediately preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by Mortgagee for the purpose of protecting or maintaining the Property, and reasonable attorney fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

7. In the event Mortgagor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the Property, Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said Note, subject to the same terms and conditions, except that interest on any sums so paid by Mortgagee shall accrue at fifteen percent (15%).

8. If Mortgagor pays and discharges the indebtedness evidenced by the Note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Mortgage, and fulfills and complies with all other terms and conditions of the Note and this Mortgage, then this Mortgage shall be canceled and surrendered and Mortgagor will deliver such instruments as may be necessary to release the Real Property and Personal Property.

9. Mortgagee may assign its rights under this Mortgage upon providing written notice to Mortgagor. Mortgagor shall not assign its rights or obligations or any part thereof under this Mortgage without the prior written consent of Mortgagee.

10. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and permitted assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

11. A judicial decree, order, or judgment holding any provision or portion of this Mortgage invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this Mortgage.

12. Any notice to be issued to Mortgagor pursuant to the provisions of this Mortgage shall be in writing, addressed to Mortgagor at:

William and Hilery Lindmier
314 S. 13th St.
Laramie, WY 82070

and any notice to be issued to Mortgagee shall be in writing, addressed to Mortgagee at:

Drew and Heidi Walker
3250 Ridgecrest Dr.
Casper, WY 82609

Any notice shall be effective when actually delivered or, if mailed, when deposited in the U.S. Mail by certified mail or with a nationally recognized courier. Any change of address must be given in writing.

13. This Mortgage shall be governed by the laws of the State of Wyoming.

14. This Mortgage and the Note represent the complete and entire agreement of the parties. There are no oral agreements between the parties to modify the terms and conditions of this Mortgage. No waiver, termination, amendment or modification of this Mortgage or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

15. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption laws of this State.

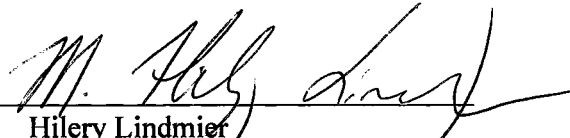
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage and Mortgagee has accepted delivery of this Mortgage as of the day and year first above written.

[Signature Page to Follow]



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MORTGAGOR:

By: 
Hilery Lindmier

By: 
William Lindmier

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

On this 30 day of October, 2024, the foregoing Mortgage was subscribed and sworn to before me by Hilery and William Lindmier, to me personally known, who, being by me duly sworn, did acknowledge said instrument to be the free act and deed of said entity.

Witness my hand and official seal.

My commission expires: December 11, 2029



