

MORTGAGE

_____ as MORTGAGOR, to secure the payment of the principal sum of \$ _____, together with interest thereon (the "Indebtedness"), as evidenced by a Promissory Note dated of even date herewith the terms of which are incorporated as is fully set forth herein, payable to the order of, _____, hereinafter designated collectively as MORTGAGEE, hereby mortgages to said Mortgagees, the following described real estate, situated in

including all buildings, improvements and fixtures thereon (or that may hereafter be erected thereon); together with hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

The Mortgagor and Mortgagees further agree as follows:

1. The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming as to all Indebtedness secured by this mortgage and covenants and agrees that it is lawfully seized of said premises, that it is free from all encumbrances other than those set forth in the property description or in any title insurance policy, title report, or final title opinion, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.
2. Until the occurrence of a default, Mortgagor may: (1) remain in possession and control of the property; (2) use, operate or manage the property; and (3) collect any rents from the property.
3. The Indebtedness of Mortgagor, as evidenced by the Promissory Note of even date herewith, was induced by this Mortgage and was made in consideration for the granting of such security by said Mortgagor.
4. In case of default in any of the payments stipulated in said note, the undersigned, as further security for this Mortgage and the Note secured thereby, does hereby assign, set over and convey unto the Mortgagees all rents, issues and profits from the above described property. In order to exercise its rights under this assignment, Mortgagees need only send notice of default and exercise of the right given by said assignment to Mortgagor and the tenants by certified mail at their last known address.
5. At the option of the Mortgagees, this mortgage shall become due and payable in full in the event of the sale or transfer of the within described property either by deed or contract for deed, without the Mortgagee's prior written consent.
6. Privilege is reserved to prepay the debt in whole or in part at any time, but such payment shall not modify the terms and conditions of the note secured by this mortgage.
7. The Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, and will promptly deliver the official receipts therefor to the Mortgagees. In default thereof the Mortgagees may pay the same and add the cost thereof to the principal amount due under the note secured hereby.
8. Nothing shall be done on or in connection with the mortgaged property which may impair the Mortgagees' security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.
9. Mortgagor will keep the improvements now existing or hereinafter erected on the said premises insured against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be

required to fully cover the total of all encumbrances of any nature existing with respect to the premises, and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by the Mortgagees and the policies and renewals thereof shall be held by the Mortgagees and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagees. In the event of any loss Mortgagor will give immediate notice by mail to the Mortgagees, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagees as its interests appear instead of to the Mortgagor and the Mortgagees, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagees at their option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. In case default shall be made in the payments, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in the case of breach of any covenant or agreement herein contained the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagees, anything hereinbefore or in said notes contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. It shall be lawful for the Mortgagees to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above described premises, at public venue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchase or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all monies expended or advanced by the Mortgagees pursuant to the provisions of paragraph 10 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagees on demand to the Mortgagors. There shall be included in any or all such proceedings a reasonable attorney's fee and associated costs. In case the Mortgagees shall fail promptly to foreclose upon the happening of any default, they shall not thereby be prejudiced in their right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.
11. In case of any default whereby the right of foreclosure occurs hereunder, the Mortgagees shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortgagees on request, and on refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagees by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagees shall be entitled, at its sale option, to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagors, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expenses, and such Receiver may be appointed by any Court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagors' own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the Court.
12. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, personal representatives, successors, and 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.

13. If Mortgagor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Mortgagee shall execute and deliver to Mortgagor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement evidencing Mortgagee's security interest.
14. This Mortgage is freely assignable and transferrable at the discretion of the Mortgagees and their successors and assigns. If the Mortgage is assigned or transferred, written notice of the same shall be given to Mortgagor within 15 days of the assignment or transfer.
15. Any notice required to be given under this mortgage, including without limitation any notice of default and any notice of sale, shall be given in writing, and shall be effective when actually delivered. For notice purposes, Mortgagor agrees to keep Mortgagees informed at all times of Mortgagor's current address.
16. This mortgage, together with any related and/or referenced documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. No alteration of or amendment to this mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
17. This mortgage will be governed by the laws of the State of _____ without regard to its conflict of law provisions.
18. Time is of the essence in the performance of this mortgage.
19. All parties to this mortgage waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

IN WITNESS WHEREOF, Mortgagor has hereunto set their hand this _____ day of _____, 20_____

Mortgagor:

State of _____)
)
 County of _____)

The foregoing record was acknowledged before me by _____, this _____ day of _____, 20_____.

Witness by hand and official seal.

My Commission Expires: _____

 Notarial Officer