

050705 -16

MORTGAGE

Benigno and Mary Candelaria residents of Laramie County, Wyoming whose address is 1808 Bar X Road (MORTGAGOR), to secure the performance required to receive Home Rehabilitation Program (HRP) assistance in the amount of \$2,550.00 does hereby mortgage to the County of Laramie, Wyoming, a political subdivision, whose address is 310 West 19th Street, Cheyenne, Wyoming and the Wyoming Community Development Authority, (MORTGAGEE), the following described real property located in Laramie County, State of Wyoming, to-wit: Lots 1 and 2, Block 10, Replat of Southcrest Heights, being a subdivision of part of the N/W ¼ of Section 13, Township 13 North, Range 67 West of the 6th P.M., Laramie County, Wyoming.

The Mortgagor at above said address in Laramie County, Wyoming TOGETHER, with all improvements and appurtenances situate thereon or thereunto appertaining of belonging. SUBJECT to all assessments, easements, and rights-of-way of record and lawfully established.

The mortgagor agrees to undertake and complete materials, projects and/or services as described in the HRP, to pay all taxes and assessments on the premises and to keep the buildings thereon insured for replacement value during the life of this mortgage, in favor of and payable to the mortgagee and any other mortgagee to which the mortgagors are obligated to provide insurance.

Until in default, mortgagor may remain in possession and control of and operate and manage the property and collect rents from the property.

Mortgagor shall maintain property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Except as previously described to and acknowledged by mortgagee in writing, (i) neither mortgagor nor any tenant, contractor, agent, or other authorized user of the property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about, or from the property and (ii) any such activity shall be in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Mortgagor authorizes mortgagee and its agents to enter upon the property to make inspections and tests, at mortgagor's expense, as mortgagee may deem appropriate to determine compliance with this section of the mortgage. Any inspections or tests made by mortgagee shall be for mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of the mortgagee to mortgagor or to any other person. The representations and warranties contained herein are based on mortgagor's due diligence in investigating the property for hazardous waste or hazardous substances. Mortgagor hereby (a) 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 such laws, and (b) 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 the mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release, or threatened release occurring prior to mortgagor's ownership or

interest in the property, whether or not the same was or should have been known to the mortgagor. The provisions of this section of the mortgage, including the obligation to indemnify, shall survive the satisfaction and reconveyance of the lien of this mortgage and shall not be affected by mortgagee's acquisition of any interest in the property, whether by foreclosure or otherwise.

Mortgagor shall not cause, conduct, or permit any nuisance not commit, permit or suffer any stripping of or waste on or to the property. Without limiting the generality of the foregoing, mortgagor will not remove, or grant to any other party the right to remove any minerals (including oil and gas), soil, gravel, or rock products without prior written consent of the mortgagee.

Mortgagor shall not demolish or remove any improvements from the real property without the prior written consent of mortgagee. As a condition to the removal of any improvements, mortgagee may require mortgagor to make arrangements satisfactory to mortgagee to replace such improvements with improvements of at least equal value.

Mortgagee and its agents and representatives may enter upon the real property at all reasonable times to attend the mortgagee's interests and to inspect the property for purposes of the compliance with the terms and conditions of this mortgage.

Mortgagor agrees neither to abandon nor leave unattended the property. Mortgagor shall do all other acts, in addition to those acts set forth above, which from the character and use of the property are reasonably necessary to protect and preserve the property.

This mortgage, together with any related documents, constitutes the entire understanding of this 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 parties sought to be charged or bound by the alteration or amendment.

This mortgage has been delivered to the mortgagee and accepted by the mortgagee in the State of Wyoming. This mortgage shall be governed and construed in accordance with the laws of the State of Wyoming.

If a court of competent jurisdiction finds any provision of this mortgage to be invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable to any other party or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this mortgage in all other respects shall remain valid and enforceable.

This mortgage shall be effective for a period of five (5) years after the HRP project has been completed. Subject to the limitations stated in this mortgage on transfer of mortgagor's

interest, this mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. In the event the decision is made to dispose of the dwelling, hereby mortgaged within five (5) years after the Wyoming Community Development Authority issues the administrative closeout of the HRP, the mortgagor shall consult with the Wyoming Community Development Authority on the proper procedure to follow.

In case default is made in any of the covenants and agreements of the Wyoming Community Development Block Grant Agreement attached hereto and marked Exhibit A, the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose upon said property by advertisement and sale or otherwise provided by law, and out of the proceeds of the sale mortgagor shall pay all costs of sale and foreclosure including a reasonable sum as attorney's fees.

Time is of the essence in the performance of this mortgage,

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemptions laws of the State of Wyoming

MORTGAGOR

By: Benigno Candelaria
Benigno Candelaria

Date: 6-23-05

By: Mary Candelaria
Mary Candelaria

Date: 6-23-05

COUNTY OF LARAMIE

By: Diane Humphrey
Diane Humphrey, Chairman

Date:

Attest:
Debra R. Sathiy
STATE OF WYOMING

Date: 7-7-05

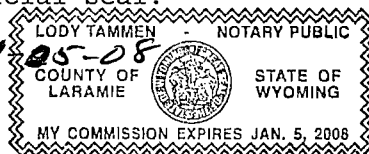
: ss

COUNTY OF LARAMIE

On the 23 day of June 2005, Benigno and Mary Candelaria appeared before me were personally known to me and the instrument was signed. Benigno and Mary Candelaria executed the instrument on behalf of the Commissioners and acknowledged it to be the free act and deed of the Commissioners.

Witness my hand and official seal.

My commission expires



Lady Tammien
Notary Public

Received And Approved
As To Form Only
By The County Attorney

ATJ 6/23/05

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 5, 2005

2. AGENDA ITEM:	Appointments	Bids/Purchases	Claims
Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats			
Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions			
Resolutions	<input checked="" type="checkbox"/> <u>Other Mortgage</u>		

3. DEPARTMENT: Grants

APPLICANT: John Kluever

AGENT: John Kluever

4. DESCRIPTION: Consideration of a Mortgage with Benigno and Mary Candelaria as a requirement for participation in the Laramie County Home Rehabilitation Program.

Amount \$2,550.00

From: July 5, 2005

To : July 5, 2010

5. DOCUMENTATION: 2 Originals and (4) four copies

2nd original to John

<u>Clerks Use Only:</u>	
<u>Commissioner</u> Humphrey _____ Knudson _____ Ketcham _____ Action _____ Postponed/Tabled _____	<u>Signatures</u> Co Attny _____ Assist Co Attny _____ Grants Manager _____ Outside Agency _____



LARAMIE COUNTY PLANNING DEPARTMENT

Planning • Zoning • Addresses • Mapping • Permits

June 24, 2005

MEMO

TO: Rhonda Reed, Deputy County Clerk

FROM: John Kluever *JK*

SUBJECT: Agenda Item

Could you please place the attached on the Commissioners Agenda for their July 5, 2005 meeting? You should find one original Agenda Item Processing Form, four copies of this form, two original Mortgages and four copies of this document.

Please let me know if you should have any questions.

