

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

Grants Copy

1. DATE OF PROPOSED ACTION: May 19, 2015

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 Other
--


3. DEPARTMENT: Grants

APPLICANT: WCDA Participant **AGENT:** Sandra Newland

4. DESCRIPTION: Consideration of obligating the County to provide Acknowledgement of Payment in Full of Mortgage under the WCDA grant program for satisfactory payment of 7111 Healy Road, Cheyenne, WY 82009.

5. DOCUMENTATION: 2 originals

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

<u>Clerks Use Only:</u>	
<u>Commissioner</u>	<u>Signatures</u>
Ash _____	
Heath _____	
Holmes _____	
Kailey _____	
Thompson _____	
Action _____	
Postponed/Tabled _____	Co Attny _____
	Assist Co Attny _____
	Grants Manager _____
	Outside Agency _____

ACKNOWLEDGEMENT OF PAYMENT IN FULL OF MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS, that the **County of Laramie, Wyoming, a political subdivision** of the County of **Laramie** and State of **Wyoming**, do (es) hereby certify that a certain mortgage bearing the date, **January 8, 2009**, made and executed by **Gary and Edith Butterfield** as mortgagor(s), to **County of Laramie Wyoming, a political subdivision** as mortgagee(s), conveying certain real estate therein mentioned as security for the payment of **\$2,100.00** as therein stated, which mortgage was never recorded in the office of the County Clerk and Ex-Officio Register of Deeds of **Laramie County, State of Wyoming**.

Cox Country Estates, 3rd Filing, Tract 31 in Laramie County, Wyoming.

Including all buildings and improvements thereon or that may hereafter be erected thereon.

Is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released, and discharged and in consideration thereof the said mortgagee(s) do(es) hereby release and quitclaim unto the said mortgagor(s) the premises thereby conveyed and mortgaged.

Witness my/our hand(s) this _____ day of May, 2015.

County of Laramie, Wyoming, a political subdivision

By: _____
Amber Ash, Laramie County Chairman

State of **WYOMING**

County of **LARAMIE**

This instrument was acknowledged before me on ____ day of May 2015.

By _____ the _____ of **County of Laramie, Wyoming, a political subdivision.**

Laramie County Clerk

My commission expires: _____

MORTGAGE DEED WITH RELEASE OF HOMESTEAD DEFERRED

KNOW ALL MEN BY THESE PRESENTS, THAT THIS MORTGAGE is made this 8th day of January between Gary and Edith Butterfield hereinafter referred to as "Mortgagor(s)" of the County of Laramie, State of Wyoming, and the Board of County Commissioners of Laramie County, Wyoming hereinafter referred to as the "Mortgagee", to secure the payment of the principal sum of \$2,100.00, evidenced by a promissory note of even date herewith, payable to the order of Laramie County, Wyoming, or its order, do hereby transfer, convey, deed and mortgage to the Mortgagee the following described real estate situated in the County of Laramie, State of Wyoming, to wit:

Cox Country Estates, 3rd Filing, Tract 31 in Laramie County, Wyoming.

including all buildings and improvements thereon or that may hereafter be erected thereon.

Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants that they are lawfully seized of the premises, that the premises are free from all encumbrances and hereby covenants to warrant and defend the title of the premises against the lawful claims of all persons whomsoever.

The Mortgagors covenant and agree with the Mortgagee as follows:

1. To pay the indebtedness hereby secured in accordance with the Promissory Note executed and even date herewith.
2. To keep the premises and buildings thereon situate in good and sightly order, repair and condition by the Mortgagor at his expense during the term of this Mortgage.
3. To keep the premises insured against loss by fire and other hazards and casualties in a sum not less than its replacement cost in favor of the parties as their interests may appear. Mortgagors shall pay promptly, when due, all premiums on such insurance and any renewals thereof. All insurance shall be carried in companies approved by Mortgagee, and a copy of the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagors shall give Mortgagee immediate notice by mail and Mortgagee

may make proof of loss if not promptly made by Mortgagors and each insurance company is hereby authorized and directed to make payment for such loss directly to the Mortgagee. Mortgagee may, at its option, apply such insurance proceeds to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

4. Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges or other lawful charges. In case Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges as herein provided, and Mortgagee pays that same, Mortgagor shall repay such sums so paid and all expenses so incurred by Mortgagee, with interest thereon from the date of payment, at three percent (3%) per annum, and the same shall be a lien of the premises and be secured by the Note and by these presents; in default in making such repayments the whole amount hereby secured if not then due shall, if Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.
5. In the event of default in the payment, when due, of the indebtedness hereby secured, or of any part thereof, or if the above-described real property or any interest therein is transferred in any manner or sold by the Mortgagors, either by deed or contract for deed, provided that, transfer of title, upon death through an intestate estate, or testate probate proceedings and administration, or in the case of ownership under tenants by the entirety, or joint tenants with right to survivorship, by survivorship upon the death of one tenant shall not be deemed a transfer, and will not result in acceleration, or in the event of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured, 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 Mortgagee, anything herein before or in the Note contained to the contrary notwithstanding; any failure to exercise such option shall not constitute a waiver of the right to exercise the same at any

other time; and it shall be lawful for Mortgagee 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 premises, at public auction, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser 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 moneys expended or advanced by Mortgagee pursuant to the provisions in Paragraph 4 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 Mortgagee on demand to Mortgagor. There shall be included in any or all such proceedings a reasonable attorney's fee. In case Mortgagee fails promptly to foreclose on the happening of any default, it shall not thereby be prejudiced in its right to foreclosure at any time thereafter during which such default continues, and shall not be prejudiced in its foreclosure rights in case of further default.

6. In case of any default whereby the right of foreclosure occurs hereunder, Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property, 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 there is any; and such possession, rents, issues, and profits shall at once be delivered to Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by Mortgagee by an appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer; and Mortgagee shall be entitled to a receiver for the property all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if there is any, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Mortgager or the then owner of the property, and without regard to the value of the 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 on 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 Mortgagor on Mortgagor's own behalf), and all rents issues, profits, income, and revenue of the property shall be applied by such receiver, according to law and the orders and directions of the court.

- 7. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, 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.

IN WITNESS WHEREOF, Mortgagor(s) has/have hereunto set his/their hand this 8 day of JAN, 2009.

BORROWER(S)

[Signature]

Edith Butterfield

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Gary and Edith Butterfield this 8th day of January, 2009.

[Signature]
Notary Public

My commission expires: 12/11/12

