

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 7, 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

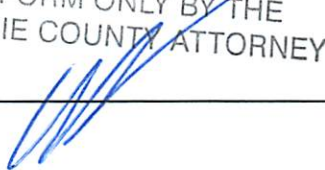
3. DEPARTMENT: Grants

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

4. DESCRIPTION: Consideration of obligating the County to acknowledge payment in full of mortgages under the WCDA/HRP program not recorded on the following properties: 2215 Stundon, Cheyenne, WY; 11301 Empire Drive, Cheyenne, WY; 317 East Jefferson, Cheyenne, WY; and 279 County Road 102, Granite Canyon, WY.

5. DOCUMENTATION: 2 originals

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



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

Sandra Newland

From: Vicki Swanson
Sent: Friday, June 26, 2015 2:19 PM
To: Sandra Newland
Subject: RE: WCDA Mortgages

SANDRA – I have done a search on all the names and can't find any mortgage on Sandra Segura or Ray & Ann Rizzuto. For Ella Chappell and Bob & Elaine Green I can find nothing recorded at all from 10/25/1985, Hope this helps
Vicki

From: Sandra Newland
Sent: Friday, June 26, 2015 2:05 PM
To: Vicki Swanson
Cc: Debbye Lathrop
Subject: WCDA Mortgages

Vicki,

I have been working on cleaning out old files and documents from previous grant managers and I came across additional unmarked WCDA Home Projects. I have mortgages listed for all 4 of these, however they do not appear to have ever been recorded. When you have time would you check to see if the County has records of these mortgages?

Thank you for your time and assistance! I am attaching scanned versions of the mortgages I have in my files.

Sandra Segura
2215 Stundon, Cheyenne WY
\$6,615.70

Ray and Ann Rizzuto
11301 Empire Drive, Cheyenne WY
\$7,697.00

Ella Chappell
317 East Jefferson, Cheyenne WY
\$3,165.00

Bob and Elaine Green
279 County Road 102, Granite Canyon, WY
\$6,438

Sandra Newland
Laramie County Grants
309 W. 20th Street, Suite 3100
Cheyenne, WY 82001
307-633-4201 (Phone)
307-633-4277 (Fax)
snewland@laramiecounty.com

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, **July 12, 2004**, made and executed by **Sandra Segura** 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 **\$6,615.70** 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**.

2215 Stundon Avenue Cheyenne, Wyoming 82007

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 _____, 20_____.

County of Laramie, Wyoming, a political subdivision

By: _____
Amber Ash, Chairman

State of **WYOMING**

County of **LARAMIE**

This instrument was acknowledged before me on _____ day of _____, 20_____.

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

Laramie County Clerk

My commission expires: _____

Received And Approved
As To Form Only
By The County Attorney

DAJ 6/18/04

MORTGAGE

Sandra Segura a resident of Laramie County, Wyoming whose address is 2215 Stundon Avenue Cheyenne, Wyoming 82007 (MORTGAGOR), to secure the performance required to receive Home Rehabilitation Program (HRP) assistance in the amount of \$6,615.70 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:

2215 Stundon Avenue 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 the 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 Wyoming Community Development Authority issues an administrative closeout on the HRP. 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

HRP Participant
By: *Sandra Segura*
Sandra Segura

6/15/04
Date

COUNTY OF LARAMIE

By: *Jack Knudson*

Date: 7/12/04

Attest:

Date:

STATE OF WYOMING)

: ss

COUNTY OF LARAMIE

On the 12th day of July 2004, Jack Knudson appeared before me was personally known to me and after being duly sworn upon their state oath as the Chairman of the Laramie County Commissioners, the instrument was signed on behalf of the Commissioners and by authority of the Board. Jack Knudson 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 12/11/04



Marianne Thetzel
Notary Public

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, **March 8, 2004**, made and executed by **Ray and Ann Rizzuto** 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 **\$7,697.00** 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**.

11301 Empire Drive Cheyenne, Wyoming

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 _____, 20_____.

County of Laramie, Wyoming, a political subdivision

By: _____
Amber Ash, Chairman

State of **WYOMING**

County of **LARAMIE**

This instrument was acknowledged before me on _____ day of _____, 20_____.

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

Laramie County Clerk

My commission expires: _____

040302-16

MORTGAGE

Ray and Ann Rizzuto residents of Laramie County, Wyoming whose address is 11301 Empire Drive (MORTGAGOR), to secure the performance required to receive Home Rehabilitation Program (HRP) assistance in the amount of \$7,697.00 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:

11301 Empire Drive 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 the 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 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 Wyoming Community Development Authority issues an administrative closeout on the HRP. 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

By: [Signature]
Ray Rizzuto

Date: 2/10/04

By: [Signature]
Ann Rizzuto

Date: 2/10/04

COUNTY OF LARAMIE

By: [Signature]

Date: 3/8/04

Attest: [Signature]

Date: 3-8-04

STATE OF WYOMING)

: ss

COUNTY OF LARAMIE

On the 8th day of March 2004, Jack Knudson appeared before me was personally known to me and after being duly sworn upon their state oath as the Chairman of the Laramie County Commissioners, the instrument was signed on behalf of the Commissioners and by authority of the Board. Jack Knudson 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 12/11/04



[Signature]
Notary Public

Received AND Approved
As To Form Only
By The County Attorney

[Signature] 2/11/04

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, **July 12, 2004**, made and executed by **Ella Chappell** 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 **\$3,165.00** 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**.

317 East Jefferson Cheyenne, Wyoming 82007

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 _____, 20_____.

County of Laramie, Wyoming, a political subdivision

By: _____
Amber Ash, Chairman

State of **WYOMING**

County of **LARAMIE**

This instrument was acknowledged before me on _____ day of _____, 20_____.

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

Laramie County Clerk

My commission expires: _____

MORTGAGE

RH 6/16/04

Ella Chappell a resident of Laramie County, Wyoming whose address is 317 East Jefferson Cheyenne, Wyoming 82007 (MORTGAGOR), to secure the performance required to receive Home Rehabilitation Program (HRP) assistance in the amount of \$3,165.00 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:

317 East Jefferson Cheyenne, Wyoming 82007 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 the 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 Wyoming Community Development Authority issues an administrative closeout on the HRP. 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

HRP Participant

By: *Ella Chappell*
Ella Chappell

Date: *6-15-04*

COUNTY OF LARAMIE

By: *Jack Knudson*

Date: *7/12/04*

Attest:

Date:

STATE OF WYOMING)

: ss

COUNTY OF LARAMIE

On the *12th* day of *July* 2004, Jack Knudson appeared before me was personally known to me and after being duly sworn upon their state oath as the Chairman of the Laramie County Commissioners, the instrument was signed on behalf of the Commissioners and by authority of the Board. Jack Knudson 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 *12/11/04*



Mariamne Shetterplace
Notary Public

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, **July 12, 2004**, made and executed by **Bob and Elaine Green** 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 **\$6,438.00** 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**.

279 County Road 102, Granite Canyon, Wyoming 82059

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 _____, 20_____.

County of Laramie, Wyoming, a political subdivision

By: _____
Amber Ash, Chairman

State of **WYOMING**

County of **LARAMIE**

This instrument was acknowledged before me on _____ day of _____, 20_____.

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

Laramie County Clerk

My commission expires: _____

Received And Approved
As To Form Only
By The County Attorney

Pff 6/16/04

MORTGAGE

Bob and Elaine Green a resident of Laramie County, Wyoming whose address is 279 County Road 102 (MORTGAGOR), to secure the performance required to receive Home Rehabilitation Program (HRP) assistance in the amount of \$6,438.00 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:

279 County Road 102 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 the 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 Wyoming Community Development Authority issues an administrative closeout on the HRP. 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

HRP Participant

By: Bob Green
Bob Green

Date: 06-10-04

By: Elaine Green
Elaine Green

Date: 6-10-04

COUNTY OF LARAMIE

By: Jack Knudson

Date: 7/12/04

Attest: _____

Date: _____

STATE OF WYOMING)

: ss

COUNTY OF LARAMIE

On the 12th day of July 2004, Jack Knudson appeared before me was personally known to me and after being duly sworn upon their state oath as the Chairman of the Laramie County Commissioners, the instrument was signed on behalf of the Commissioners and by authority of the Board. Jack Knudson 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 12/11/04



Mariam Petteplace
Notary Public