[redacted] [redacted] [redacted]

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 11-7-77)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by RANDALL B. CARLSON and ELAINE L. CARLSON

residing in Pinedale, Sublette County, Wyoming, whose post office address is

P. O. Box 1116, Pinedale, Wyoming, 82941.

herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
8/14/79	$ 41,800.00	9%	8/14/2012

This instrument shall secure the recapture of any interest credit or subsidy involving the loan evidenced by the note which may be granted to the borrower by the Government pursuant to 42 U.S.C. 1490A.

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note, but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette:

Lot 14 Block 2, Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 3/28/78, in Book 33 of Miscellaneous, page 678.

175952

RECORDED August 22 1979 at 11:00 A.M.
IN BOOK 32 Misc. PAGE 1
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Released BK 14 Rel. @ Pg. 6

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached hereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnity and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To [redacted] due all taxes, liens, judgments, encum[redacted] and assessments lawfully attaching to or [redacted] against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustee's fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title, or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling"), and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, or neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

[redacted] [redacted] [redacted]

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

22. Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, Box 820, Casper, Wyoming 82601, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above.

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

24. At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of this instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 14th day of August, 19 79.

Randall B Carlson
Randall B. Carlson

Elaine L Carlson
Elaine L. Carlson

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Randall B. Carlson and Elaine L. Carlson, this 14th day of August, 19 79.

Witness my hand and official seal.

Donna E. Stevens - Notary Public
County of Sublette State of Wyomin
My commission expires April 2[illegible] 82

Donna E Stevens
Notary Public

(SEAL)

My Commission expires: 4/22/82

[redacted]

WHEN RECORDED MAIL TO:
WELLS FARGO MORTGAGE CO.
5248 Pinemont Drive
Murray, Utah 84107

[redacted]

[redacted]

STATE OF WYOMING
FHA Form 2196 m
(Rev June 1972)

Title Guaranty-Sublette Branch #3581-T
WFMC#160257

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That RICHARD KOZEAL, A SINGLE MAN

herein designated as Mortgagor, of 02 County Road, Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FORTY EIGHT THOUSAND FOUR HUNDRED AND NO/100**** Dollars ($ 48,400.00****), with interest at the rate of TEN**** per centum (10.00**** %) per annum as evidenced by a promissory note of even date herewith to the order of WELLS FARGO MORTGAGE COMPANY, A CALIFORNIA CORPORATION, 1701 Fourth Street, Santa Rosa, California 95404, a corporation organized and existing under the laws of CALIFORNIA, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FOUR HUNDRED TWENTY FOUR AND 95/100**** Dollars ($ 424.95****), commending on the first day of OCTOBER, 19 79, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of SEPTEMBER, 2009, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOTS 1, 2 and 3, BLOCK 2 OF THE MARBLETON TOWNSITE, SUBLETTE COUNTY,

WYOMING.

175958

RECORDED December 22 19 77 3:26 P M
IN BOOK 32 Misc PAGE 5
FEES $ Five Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed ~~four~~ 4¢ cents (~~4~~c) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (*a*) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

XXXXXXXXX
RICHARD KOZEAL upon the consideration aforesaid does hereby release and forever quit-XXXXX the said
claim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set his hand(s) this 13th
day of AUGUST , 19 79

In the presence of—

RICHARD KOZEAL

THE STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 13th day of AUGUST , 19 79, before me personally appeared

RICHARD KOZEAL to me known to be the person described in and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and my seal, this 13th day of AUGUST , A.D. 19 79

[SEAL]

My commission expires 7-28-80

Edwin R. Adams
Notary Public

Edwin R. Adams Notary Public
County of Sublette State of Wyoming
My Commission Expires July 28, 1980

STATE OF WYOMING)
) ss.
COUNTY OF)

This instrument was filed for record at o'clock M.,
on the day of , A.D. 19 , and duly recorded in
Book on Page

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

MORTGAGE DEED—FORM NO. 4-A—SPECIAL 8 Bk 82 Pg 209 THE MILLS COMPANY, SHERIDAN 146193

MORTGAGE

THIS MORTGAGE, made this 13th day of August, 19 79, between David Thomas and Betty Thomas, husband & wife of Box 76, Wilson, Teton County, Wyoming, hereinafter referred to as the "Mortgagor," and The Jackson State Bank, A Wyoming Banking Corporation of Box 1788, Jackson, Teton County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Ten Thousand Three Hundred and 00/100

($ 10,300.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Teton County, Wyoming:

Township 38 North, Range 113 West of the 6th P.M., Sublette County, Wyoming Section 29: SE¼NW¼SE¼.

175982

RECORDED August 15 1979 8:00 A M
IN BOOK 32 Misc 4
FEES $5.00 Karen Yoho COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Dorothy Thurman

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Ten Thousand Three Hundred and 00/100

($ 10,300.00) Dollars, together with interest thereon at the rate of Twelve per cent (12 %) per annum from August 13, 19 79, until paid, according to the conditions of one promissory note, dated August 13, 19 79, the ultimate maturity date of which is January 10, 19 85, which promissory note was executed and delivered by David Thomas and Betty Thomas and is payable Interest only January 10, 1980 then $229.13 per month first to interest then principal commencing February 10, 1980.

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than

($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of 30 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

David Thomas

Betty Thomas

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Teton } ss.

On this 13th day of August, 19 79, before me personally appeared

David Thomas and Betty Thomas

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: May 6, 1983

Virginia Blair
NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYO
My commission expires May 6 1983

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

MORTGAGE DEED—FORM NO. 4-A—SPECIAL

THE HILLS COMPANY, SHERIDAN 146193

MORTGAGE

THIS MORTGAGE, made this 10th day of August, 19 79, between

Willard F. Woolwine and Connie M. Woolwine, husband & wife

of Box 2430, Teton, County, Wyoming, hereinafter referred to as the "Mortgagor," and

The Jackson State Bank, A Wyoming Banking Corporation

of Box 1788, Jackson, Teton County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Ten Thousand and 00/100

($ 10,000.00 Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

ract seventeen (17), of C L Bar Ranches, an addition to Sublette County, Wyoming, as depicted and described on the duly recorded plat thereof, which was filed and recorded in the office of the County Clerk and Ex-Officio Register of the Deeds of Sublette County, Wyoming, on February 6, 1978, in Book 833 of Miscellaneous Records, at Page 528, and which tract is situated in Section 31, T 35 N, R 110 W of the 6th P.M., said county and state; together with all improvements thereon easements and rights appertaining thereto including all rights to ditches, water, canals and reservoirs which may be attached to said tract; SUBJECT, however, to restrictive covenants, easements, reservations and other matters of public record; hereby expressly RESERVING unto the grantors, their administrators, executors, heirs, successors and assigns all minerals of every kind and nature, including oil, gas and other hydrocarboneous substances, together with apputrenant rights of exploration, mining and production; hereby releasing and disclaiming any rights under and by virtue of the homestead exemption laws of the State of Wyoming.

175983

RECORDED August 12 19 82 8:00 AM

IN BOOK 33 Misc PAGE 11

FEES $ 5.00 Lana J Yale COUNTY CLERK

SUBLETTE COUNTY, WYOMING

Deputy Lana J Yale

Misc Bk 10 Pg 512

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property, and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Ten Thousand and 00/100

($ 10,000.00) Dollars, together with interest thereon at the rate of Fourteen per cent (14 %) per annum from August 10, 19 79, until paid, according to the conditions of one promissory note, dated August 10, 19 79, the ultimate maturity date of which is Feb. 10, 19 80, which promissory note was executed and delivered by Willard F. Woolwine and Connie M. Woolwine and is payable on or before Feb. 10, 1980

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than

($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of 30 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

[redacted] [redacted] [redacted]

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Willard F. Woolwine

Connie M. Woolwine

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of Teton)

On this 10th day of August, 19 79, before me personally appeared

Willard F. Woolwine and Connie M. Woolwine

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: May 6, 1983

Virginia Blair
NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My commission expires May 6 1983

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

14 Misc Records 645

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LEON E. COVELL and JANICE K. COVELL, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Sixty five thousand and 00/100 Dollars, due Nov 16, 1979 with interest from date at the rate of twelve per cent per annum, payable annually evidenced by various promissory note S, of even date herewith, various dates.

do hereby mortgage to STATE BANK OF BIG PINEY mortgagee, whose address is Big Piney, Wyoming 83113 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot One (1) of Tract No. Forty-four (44) of Covell Subdivision, Sublette County, Wyoming, as the same appears in the office of the County Clerk;
T with all improvements and appurtenances thereunto ;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

176957

RECORDED August 22 19 79 8:00 AM
IN BOOK 33 Misc PAGE 14
FEES $ 6.00 Leland J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 16 day of August A. D. 19 79

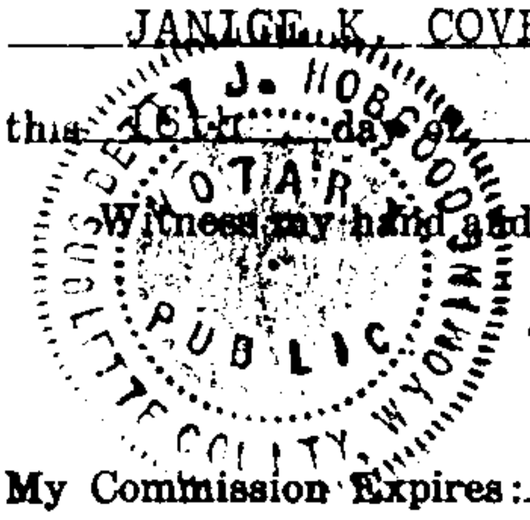
In the presence of

[redacted] [redacted] [redacted]

State of Wyoming }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by LEON E. COVELL, JANICE K. COVELL, this 16th day of August, 1979.

Witness my hand and official seal.



Signature

Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $.

mtg. Assign - Book 46, Page 645 (11-13-86) 16 Assigned
Released - Bk 116, page 328 Book 56 Mtg.
page 278

VA FORM 26-6348b
OCT 1970
Acceptable to Federal National
Mortgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 16th day of August ,

1979 , David E. Shaffer who,

whether one person or more, are herein called MORTGAGOR whose address is

Lot 1, Favazzo Subdivision No. 2, Sublette County, Wyoming. hereby MORTGAGES

to MORTGAGEE, namely:

TRANSAMERICA MORTGAGE CO, A California Corporation

whose address is

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

Lot 1 of the Favazzo Subdivision No. 2, Sublette County, Wyoming.

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of Sixty Thousand and No/100---------- ----------DOLLARS

($ 60,000.00) with interest at the rate of Ten per centum (10 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of Five Hundred Twenty Seven and 40/100--------- DOLLARS

($ 527.40), commencing on the first day of October , 19 79 , and continuing on the first day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the first day of July ,

2009 . By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

[redacted] [redacted] [redacted]

IN WITN[redacted]EREOF, the Mortgagor(s) ha[redacted]s he[redacted]et his hand(s) the day and [redacted]st above-written.

David E. Shaffer
Mortgagor

Mortgagor

STATE OF WYOMIN( )
) SS
C(JNTY OF NATRONA)

On this 16th day of August , 19 79 , before me personally appeared David E. Shaffer, A Single Man , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

My commission expires on the day of , 19 .

RANDI K. CONDON - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Apr. 6, 1981

176077

RECORDED Aug 30 19 79 11:55 A M
IN BOOK 32 PAGE 16
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

18 Released BK 14 Rel. pg. 623

MORTGAGE DEED—FORM NO. 4½ THE [illegible] COMPANY, CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS: That STEPHEN JAMES STEWART and SUSAN MARY STEWART, husband and wife,

mortgagor S, of Natrona County, State of Wyoming, to secure the payment of TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($24,500) ~~Dollars~~ due 9/01/89 with interest from 9/01/79 at the rate of TEN (10) per cent per annum, payable annually evidenced by one promissory note, of even date herewith, payable in annual installments of $2,450 commencing on 9/01/80, and $2,450 on the 1st day of September in each year thereafter succeeding until the entire principal sum and all interest shall have been paid, do hereby mortgage to V. L. LOONEY and JOHN S. MACKEY, mortgagee, whose address is Pinedale, Wyoming 82941, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tracts numbered 6 and 7 of the Daniel Meadows Subdivision, Unit B, as said subdivision appears on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use for roads, irrigation ditches and canals, electric transmission lines and telephone transmission lines, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO all restrictions and restrictive covenants of record in the office of the Sublette County Clerk.

17609-1

RECORDED August 21 1979 11:02 AM
IN BOOK 32 Misc.
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Rita Fay McClure

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than ---------- Dollars during the life of this mortgage, in favor of and payable to the mortgagee s, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee S may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee S their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum ~~Dollars~~, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 15th day of August A. D. 19 79

In the presence of

Stephen James Stewart
STEPHEN JAMES STEWART
Susan Mary Stewart
SUSAN MARY STEWART

State of WYOMING
County of NATRONA } ss.

The foregoing instrument was acknowledged before me by STEPHEN JAMES STEWART and SUSAN MARY STEWART, husband and wife,

this _____ day of _____, 19 79.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: May 4, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ... } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

20

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Eileen P. Whitman

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Two thousand and no/100 Dollars, due two years with interest from date at the rate of twelve per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 23 monthly installments of 94.15 and an adj. on final payment

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots One (1) and Two (2), of Block Number Seventeen (17), of the MacGlashans First Addition to the town of Big Piney, Sublette County, Wyoming.

176138

RECORDED August 21 19 79 11:02 AM
IN BOOK 32 Misc PAGE 50
FEES $6.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $2,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 17th day of August A. D. 19 79.

In the presence of

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Eileene P. Whitman

this 17th day of August, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

Count Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

22 Released BK. 14 Rel. Pg. 242

Farm Loan Mortgage

STATE OF WYOMING

Wyoming Farm Loan Board

THIS MORTGAGE made this 24th day of August, A. D. 19 79, between JOHN R. BUYER and MARGARET L. BUYER, husband and wife of Sublette County, Wyoming

hereinafter for convenience designated in the singular as "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, State Capitol Building, Cheyenne, Wyoming, hereinafter for convenience designated as "MORTGAGEE", to secure payment of the sum of ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 ($147,000.00) DOLLARS,

WITNESSETH: That said MORTGAGOR for and in consideration of the sum aforesaid in hand paid by the said MORTGAGEE the receipt whereof is hereby acknowledged, has mortgaged, warranted, granted, bargained, and conveyed, and by these presents does mortgage, warrant, grant, bargain, and convey, unto said MORTGAGEE its successors and assigns forever, the following described real estate, to-wit:

TOWNSHIP 37 NORTH, RANGE 110 WEST, of the 6th P.M., Sublette County, Wyoming:

Section 9: E½
Section 19: SE¼SE¼
Section 20: S½SW¼
Section 28: SW¼NE¼: S½NW¼: SW¼: W½SE¼
Section 29: N½: NE¼SW¼: S½SW¼: SE¼
Section 30: E½NE¼
Section 32: All
Section 33: NW¼

176187

RECORDED August 24, 1979 12:45 PM
IN BOOK 32 Misc PAGE 22
FEES $ 7.00 Lucy Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Edwards

TOWNSHIP 36 NORTH, RANGE 111 WEST, of the 6th P.M., Sublette County, Wyoming:

Section 10: N½: NW¼SW¼

together with all buildings and improvements thereon and all other privileges, hereditaments and appurtenances belonging unto said land or in any way thereto appertaining, and including all water and water rights, adjudicated or unadjudicated, stored, used upon, or appropriated for the above described lands together with all irrigation reservoirs, ditches, laterals, canals, flumes, aqueducts and syphons complete, or any interest therein regardless of how owned or represented (if by stock in an incorporated Ditch Company this instrument shall constitute an assignment thereof) with rights of way therefor, also all other irrigation works, drainage systems, artesian wells and water flowing therefrom, windmills and all other property and property rights of every kind and character, real and personal, pertaining to or used in connection with the irrigation and drainage of the lands mortgaged herein, or which may be appurtenant to said lands, whether owned by the MORTGAGOR at the date of this mortgage or hereinafter in any manner acquired by the MORTGAGOR during the life or term of this mortgage; it being understood that when the word "premises" is hereafter used it covers all property of every kind and character contained in this paragraph.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said MORTGAGOR shall and does well and truly pay or cause to be paid unto the said MORTGAGEE, the principal sum of ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 ($147,000.00) DOLLARS, with interest thereon at the rate of seven per cent (7 %) per annum, according to the tenor and effect of a certain promissory note of even date herewith, payable in twenty-nine (29) equal annual installments of ELEVEN THOUSAND EIGHT HUNDRED FORTY-SIX and 21/100 ($11,846.21) DOLLARS, on the first day of December of each year and one payment of ELEVEN THOUSAND EIGHT HUNDRED FORTY-FIVE and 49/100 ($11,845.49) DOLLARS, due December 1, 2008, together with simple interest at the same rate as hereinbefore provided on any installments which shall not have been paid when due, said note being executed by the said MORTGAGOR, payable to the order of the MORTGAGEE at its Office in Cheyenne, Wyoming, and shall pay all taxes, liens, judgments, and assessments on said lands, and shall keep all buildings insured as hereafter provided and shall keep and perform all the other terms, conditions and covenants of this mortgage; then these presents and said promissory note shall cease and be null and void, and be released at the expense of said MORTGAGOR.

TO HAVE AND TO HOLD the said above described premises unto said MORTGAGEE, its successors or assigns forever and

The said MORTGAGOR does hereby covenant and agree with the MORTGAGEE, to be now lawfully seized of said premises; now to have good right to sell or convey the same, and that they are free of all encumbrances and warrants the title to the same, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

The said MORTGAGOR as part of the consideration hereof, further covenants and agrees as follows:

(1) That during the existence of this mortgage the MORTGAGOR will in a proper and husbandlike manner cultivate, irrigate and fertilize all orchards and crops now or hereafter grown upon said premises, and will keep all buildings, fences, ditches, canals and other improvements on said premises in good repair and will not do nor permit any waste on the premises herein mortgaged nor abandon same.

(2) That the MORTGAGEE, or its duly authorized agents, shall at all times have the right to enter upon and inspect said premises.

(3) That the MORTGAGOR will preserve, protect and perfect all water rights and irrigation systems hereby conveyed and pay, when due, all assessments and charges for the irrigation and drainage of the lands hereby mortgaged.

(4) That the MORTGAGOR will pay, when due all principal and installments thereof, and the interest thereon, as hereinbefore set forth; and also pay all taxes, liens, judgments, and assessments; and shall keep insured to the satisfaction of the MORTGAGEE, all buildings thereon and such insurance shall be made payable to the MORTGAGEE, as its interest may appear at the time of the loss, and pay the premiums thereon; and all such taxes, liens, judgments, assessments or insurance not paid when due may be paid by the MORTGAGEE, and when so paid shall become a part of the mortgage debt and shall bear interest at the same rate as hereinbefore provided, and shall be payable out of the first moneys received by the MORTGAGEE under the terms of this mortgage. (Continued on reverse side hereof.)

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. _____

This instrument was filed for record at _____ o'clock ___ M. on the ___ day of _____ A. D., 19____, and duly recorded in Book _____ on page _____.

Photographed _____
Indexed _____
Abstracted _____
Checked _____

Fees, $ _____

_____
County Clerk or Register of Deeds

By _____
Deputy

[redacted] [redacted] [redacted]

(5) That [redacted]TGAGEE shall have a lien prior and superior [redacted]r liens, excepting liens of threshers and haybai[redacted] crops growing on lands given it as security for such loan, and also upon such crops after they have been separated from the land for any matur[redacted] or installments of principal or interest due or delinquent on the loan, together with other amounts expended under this mortgage, with interest thereon at the same rate as hereinbefore provided, and also for all such installments becoming due during the calendar year in which such crops are harvested, with such interest, and such lien is hereby expressly reserved and any person purchasing or otherwise acquiring such crops, or any part thereof, takes the same subject to such lien, and any officer, agent or person, empowered to represent the MORTGAGEE, is hereby authorized to seize such crops and upon giving three days' notice, to sell either at private or public sale, sufficient of the said crops to pay the amounts due and delinquent under the mortgage together with costs and expenses of sale.

That further to secure the payment of said note, the MORTGAGOR hereby assigns to the MORTGAGEE in whole, or at the option of the MORTGAGEE, in such amounts or such proportionate part or parts as the MORTGAGEE may from time to time designate, all the rents, bonuses, royalties, payments, damages and delay moneys that may from time to time become due and payable on account of any oil and gas mining leases, mineral leases or any other kind of leases now existing or that may hereafter come into existence covering the above described lands, and all moneys received by the MORTGAGEE by reason of this assignment shall be applied: First: to the payment of all taxes, liens, judgments, assessments, insurance or other sums advanced by the MORTGAGEE under the terms of this mortgage with interest thereon; Second: to the payment of matured installments with interest thereon; Third: the balance, if any, to the principal remaining unpaid, provided, that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease made subsequent to the date of this mortgage.

That said MORTGAGOR, in applying for this loan, has made certain representations to the MORTGAGEE as to the purpose or purposes for which the money loaned on this mortgage was borrowed, and MORTGAGOR hereby agrees that such representations are specifically referred to and made a part of this mortgage. That if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application of said MORTGAGOR or if said MORTGAGOR shall be in default in respect to any condition or covenant of this mortgage, or in case the said MORTGAGOR shall abandon said land for a period of six months, or if the said MORTGAGEE shall at any time believe that said loan is not adequately secured by reason of any mismanagement, waste or neglect of said land, the whole of said loan shall at the option of said MORTGAGEE, become due and payable forthwith.

That if the said MORTGAGOR shall default in the payment of the said sum of money intended to be secured hereby, or any portion thereof, or if any installment or any part thereof, or any interest moneys, or any part thereof, or of any taxes, liens, judgments, assessments or insurance, or any interest thereon, or if the whole or any portion of the said loan shall be expended for purposes other than those specified in the original application of said MORTGAGOR, or if said MORTGAGOR shall have obtained the loan secured by this mortgage through misrepresentation or fraud in the application therefor, or if the said MORTGAGEE shall at any time believe that said loan is not adequately secured by reason of any mismanagement, waste or neglect of said land, or if said MORTGAGOR shall be in default in respect to any condition or covenant of this mortgage; then and in that event the whole of said loan shall at the option of the said MORTGAGEE become due and payable forthwith and it shall be lawful for said MORTGAGEE to foreclose this mortgage by advertisement and sale, or by action in Court, as by law provided in the cases of other mortgages, and to sell and dispose of said above described premises and all of the right, title, interest, benefit and equity of redemption of said MORTGAGOR, and out of the moneys arising from the sale under such foreclosure, said MORTGAGEE may retain the said principal and the said interest thereon to the date of said sale; and also any moneys expended for taxes, liens, judgments, assessments and insurance, and any cost of Abstract of Title or continuation thereof and any interest thereon, at the same rate as hereinbefore provided, from the dates of such expenditures, respectively to the date of sale, together with all costs and expenses of sale and ten per cent (10%) of the total amount due for attorney, solicitor or counsel fees shall be taxed as costs; and the overplus, if any there be, shall be paid to said MORTGAGOR and in the event that said MORTGAGEE forecloses this mortgage in Court and the sum derived from the sale of the premises be insufficient to satisy the amount of the judgment rendered in favor of the MORTGAGEE, then and in that event the said MORTGAGEE shall be entitled to and have a deficiency judgment against the MORTGAGOR for the amount remaining due and unpaid after applying the proceeds of the sale on the debt due the MORTGAGEE.

That further, in the event of the foreclosure of this mortgage, as herein provided, said MORTGAGEE shall be entitled, at the commencement of such foreclosure proceedings, to the appointment of a Receiver of said mortgaged premises, without bond, who shall be designated by the MORTGAGEE, and that said Receiver may take possession of said premises and of any crops and collect the rents, profits and bonuses thereof pending foreclosure proceedings, and until the right of redemption expires; and that such rents, profits and bonuses and proceeds of sale of crops shall be applied to the payment of the amount due under the terms of this mortgage.

That in the event of the foreclosure of this mortgage, MORTGAGOR will pay as a part of the mortgage debt hereby secured, all costs, fees and legal expenses including an attorney's fee of 10% of the total amount due.

It is expressly agreed by the parties hereto that in the event of the foreclosure of said premises, the purchaser or purchasers at the foreclosure sale shall be entitled, if he so elects, to enter upon and take immediate possession of said premises and the MORTGAGEE shall be entitled to the rents and profits from said premises from the date of the foreclosure sale.

The term of this mortgage shall extend to and bind the heirs, successors and assigns of the parties hereto.

This mortgage is made to said MORTGAGEE as the Wyoming Farm Loan Board as provided under the Wyoming Farm Loan Act, approved February 22, 1921, and as amended, and the parties hereto agree to be in all respects subject to and governed by the terms and provisions of said Act and any amendments thereto.

IN WITNESS WHEREOF, the MORTGAGOR has hereunto set his (her or their) hand and seal the day and year first above written.

John R. Buyer
JOHN R. BUYER

Margaret L. Buyer
MARGARET L. BUYER, his wife

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me BY John R. Buyer and Margaret L. Buyer
this 24 day of August 19 79
Witness my hand and official seal.

Edwin R. Adams
Title of Officer Notary

My Commission Expires: July 28, 1980

Edwin R. Adams - Notary Public
County Of Sublette — State Of Wyoming
My Commission Expires June 28 1980

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DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT James L. Anderson and Gordon S. Votaw d/b/a La Jolla Oil and Minerals, (herein called "Mortgagor"), for and in consideration of the debt hereinafter described, by these presents does GRANT, BARGAIN, SELL AND CONVEY, in trust unto Don Earney, of Abilene, Texas, as Trustee (herein called "Trustee"), and unto his successors in the trust hereby created and unto his assigns and the heirs of such assigns, forever, all and singular, the properties and interest in Sublette County, Wyoming, described in the schedule of properties attached hereto as Exhibit "A".

TO HAVE AND TO HOLD the above-described interest, properties and premises, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging, unto the said Trustee and his assigns in trust forever, and Mortgagor hereby covenants and represents that he is the lawful owner and holder of such interest, properties and premises, and has good right and authority to pledge and convey the same, or any part thereof.

INDEBTEDNESS SECURED

One certain promissory note of even date herewith in the original principal sum of $282,000.00, executed by Mortgagor, payable to the Abilene National Bank (the Mortgagee) as follows: bearing interest at the rate of 11% per annum and payable on or before six (6) months after date.

This conveyance is in trust to secure the indebtedness of the Mortgagor now or hereafter owing to Mortgagee as follows:

(a) The above-described promissory note of even date herewith in the original principal amount of $282,000.00, payable to Abilene National Bank or order as provided above, bearing interest at the rate therein provided.

176193

RECORDED August 24 1979 2:45 PM
IN BOOK 32 Mtg PAGE 24
FEES $24.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WY

(b) Any extensions or renewals of said note or any part thereof.

(c) Any and all other indebtedness of Mortgagor to Mortgagee, now or hereinafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, and regardless of how arising.

The term "indebtedness" as hereinafter used shall, unless otherwise indicated, mean and include said note and all other indebtedness owed by Mortgagor to Mortgagee.

COVENANTS OF MORTGAGOR

For the purpose of better securing the payment of said indebtedness, Mortgagor does covenant and agree as follows:

(1) To keep or cause to be kept in full force and effect each oil and gas lease described herein or covered hereby, and to perform all or cause to be performed each and all of the covenants, obligations and conditions imposed upon the lessee therein, or its assigns, and to perform or cause to be performed all implied covenants or obligations imposed by or connected with said leases and to continuously operate or cause to be operated in a good and workmanlike manner and in accordance with approved field practices each and all of the wells which have heretofore been drilled or which may hereafter be drilled on said leases.

(2) To comply with or cause to be complied with all pertinent lawful rulings and orders of the Railroad Commission of the State of Wyoming, such other administrative agencies or bodies which may, by the State of Wyoming or by any political subdivision thereof, be from time to time constituted to regulate the production and sale of oil, gas and other minerals under said lands which are situated in the State of Wyoming, and of such administrative agencies or bodies which may by the United States of America be from time to time constituted to regulate such operation and production.

(3) To keep the personal property used in connection with said wells in good repair, as well as all

appurtenances and all machinery, equipment, pipelines, tanks, fixtures and other personal property, so that said property shall be kept in such condition as will at all times permit the most efficient and economical use and operation thereof, and to keep such personal property and equipment properly insured against loss by fire, hail, tornado, explosion and catastrophes of like nature, such insurance to be carried in standard insurance companies and in such reasonable amounts so that in the event of loss from such causes the same can be replaced, and Mortgagor shall use the proceeds received from any such insurance company to apply on the cost and expense of replacing or repairing any such loss or damage to said equipment, fixtures and personal property.

(4) To promptly pay or cause to be paid all bills for labor or material incurred after the effective date hereof, and never to permit to be affixed to the Mortgaged Property any lien for any such bills which may be legally due and payable.

(5) That no right nor remedy in favor of Mortgagee granted in or secured by this instrument shall be considered as exclusive, but all rights and remedies hereunder shall be cumulative of each other, and of all other rights and remedies and securities which Mortgagee may now or hereafter have securing the above indebtedness.

(6) Mortgagor hereby waives all rights of marshalling of assets in event of foreclosure of the lien hereby created.

(7) Upon request of Mortgagee, to promptly correct any defect which may be discovered after the execution and delivery of this instrument, in the execution or acknowledgment hereof, or in the description of the property covered hereby, and to execute, acknowledge and deliver such further assurances and instruments as shall in the opinion of the Mortgagee be necessary and proper to convey and assign to Trustee all the mortgaged property herein conveyed or assigned, or intended to be conveyed or assigned hereunder.

(8) To pay all taxes and assessments of every kind and character charged, levied or assessed against the property hereinabove described, or any part thereof, before any such taxes or assessments shall become delinquent.

(9) That Mortgagee at all times shall have the right to release any part of the property now or hereafter subject to the lien hereof or any part of the proceeds of production or other income hereinafter or hereafter assigned or pledged, without releasing any other part of said property, proceeds or income, and without affecting the lien hereof as to the part or parts thereof not so released, or the right to future proceeds and income.

(10) All wells situated upon the lands and leases herein described and covered hereby, which are currently producing oil, gas or other mineral, are legally drilled and located and are not deviated from the vertical more than the maximum allowed by the regulations of the state in which the same are situated and all such wells are properly bottomed, completed, and producing from such lands and lease.

DEFAULT AND FORECLOSURE

Should Mortgagor make prompt payment of the indebtedness secured hereby, as the same becomes due and payable, and before maturity thereof strictly comply with all the covenants and requirements herein provided, then the within conveyance of the property herein described shall become of no further force and effect, and the lien hereof shall be released at the cost and expense of Mortgagor; but should the said Mortgagor make default in the punctual payment of said indebtedness secured hereby, or any part thereof, principal or interest, and the same becomes due (whether by acceleration or otherwise) or should Mortgagor in any respect fail to keep and perform any of the covenants herein provided to be kept and performed by Mortgagor, or while this deed of trust is in force, should Mortgagor become involved in bankruptcy, or should there be a trustee or receiver appointed for the property of Mortgagor, or any substantial impairment or loss of the security provided for herein, or should Mortgagor make an assignment for the benefit of creditors, or apply for relief under any State or Federal Act for the relief of debtors,

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then, and in any such case, the whole amount of said indebtedness remaining shall, at the option of Mortgagee, immediately mature and become payable, and Mortgagee may avail itself of any and all legal or equitable remedies available to it for the enforcement of this Mortgage, and it shall thereupon, or at any time thereafter, the same or any part thereof remaining unpaid, be the duty of the Trustee herein, on the request of Mortgagee (which request is hereby presumed) to enforce this trust, as to the properties and interests covered hereby situated within the State of Wyoming, and after giving notice to the Mortgagor, and after advertising the time, place and terms of the sale of all of the mortgaged property, or any part thereof, (the privilege of selling in whole or in part being hereby granted) for the time and in the manner, if any, required by the laws of the State of Wyoming, to sell the same in accordance with such laws, at public auction, at the door of the courthouse of the county in which said property is situated, to the the highest bidder for cash, selling all property advertised for sale as an entirety or in parcels, as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding the said Mortgagor herein, his successors, heirs and assigns.

No single sale or series of sales by the Trustee or any Substitute Trustee hereunder shall exhaust the power of sale hereunder, but such power shall exist for so long as and may be exercised in the manner hereinabove provided as often as the circumstances require to give Mortgagee full relief hereunder.

Mortgagee shall have equal rights to become the purchaser at any sale made hereunder, being the highest bidder.

The Trustee acting shall pay, distribute and apply the proceeds of any such sale as follows: First, in payment of all expenses of advertising, sale and conveyance; Second, in payment to Mortgagee of the principal of and interest accrued on advances made for the account of Mortgagor pursuant to the terms hereof or the terms of any other instruments securing the note or notes described above, for the protection, preservation or operation of the mortgaged property, application to be made to interest and then to principal; Third, in payment of the principal and interest due and unpaid on the note or notes hereinabove described as well as any other indebtedness of Mortgagor to Mortgagee, application to be made by the Trustee in such manner as Mortgagee may elect and specify;

Fourth, pay the balance of the proceeds of any such sale, if any, over to Mortgagor, its successors and assigns; and said sale shall forever be a bar against the said Mortgagor, his heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser will be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed.

In case of absence, death, inability, refusal, or failure of the Trustee herein named to act, a substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a substitute trustee shall exist as often and wherever from any of said causes, any Trustee, original or substitute, cannot or will not act.

ADDITIONAL RIGHTS AND REMEDIES OF THE MORTGAGEE

If Mortgagor shall fail to comply with the covenants set forth under "Covenants of Mortgagor" above, then Mortgagee may, but shall not be obligated to perform the same for the account and at the expense of Mortgagor, and any and all expenses incurred and paid in so doing shall be payable by the Mortgagor to Mortgagee, with interest at the rate of 10% per annum from date when the same were so incurred or paid, and the amount thereof shall be payable on demand, and shall be secured by and under this deed of trust, and the amount and nature of expense and time when paid shall be held fully established by the affidavit of Mortgagee, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the right of advancement shall in nowise be considered or constituted a waiver of the right of Mortgagee to declare the indebtedness secured by this deed of trust to be at once due and payable.

ASSIGNMENT OF RUNS

As additional security for the payment of all indebtedness secured hereby, and in addition to the conveyance to the

Trustee herein made, the undersigned Mortgagor does hereby TRANSFER, ASSIGN and CONVEY unto Mortgagee, its successors and assigns, all of Mortgagor's interest in the oil, gas and other minerals produced, saved and sold from the mortgaged property, and the proceeds of the sale thereof, from and after the date of this Deed of Trust, Mortgage, Security Agreement, and Assignment, and the Mortgagor hereby directs any purchaser now or hereafter taking the production from said premises, to pay, upon receipt of written notice from the Mortgagee, to Mortgagee the proceeds derived from the sale thereof, and to continue to make such payments until notified by the Mortgagee to discontinue the same; and Mortgagor further authorizes and empowers the Mortgagee to receive, collect and hold all sums of money paid to it hereunder, and to apply the same to the payment of the indebtedness secured hereby, whether or not then due, in such manner as the Mortgagee may elect, and without any liability or responsibility on the part of the Mortgagee, save as to good faith in so applying and receiving said sums. All indebtedness secured by this Deed of Trust having been paid off and discharged, then the remainder of said proceeds, if any, held by said Mortgagee shall be paid over to Mortgagor upon demand, and release and quitclaim of the interest hereby assigned will be made to Mortgagor upon his request and at his expense.

Should any purchaser taking the production from said premises fail to make payment promptly to Mortgagee, in accordance with this assignment, then Mortgagee shall have the right to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof; and upon failure of Mortgagor to consent to such change of connection, the whole indebtedness secured hereby may be immediately declared due and payable, at the option of Mortgagee, and said property shall become subject to foreclosure proceedings hereunder.

No purchaser of the production from said premises shall ever be required to see to the application of the proceeds thereof by Mortgagee.

It is understood and agreed that all indebtedness secured hereby shall be paid promptly to said Mortgagee, in accordance with the terms and provisions of the note, instrument or other agreement evidencing same, regardless of

whether the proceeds of the production hereby assigned are sufficient to pay the same, and this assignment of production and the proceeds thereof shall not in any manner be construed to affect the terms and provisions of the note, instrument or other agreement evidencing such indebtedness, or the terms and provisions of this Deed of Trust securing the same, or Mortgagor's liability thereon. The rights under this assignment are cumulative of the other rights, remedies and powers granted under this Deed of Trust, and are cumulative of any other security which the Mortgagee now holds or may hereafter hold to secure the payment of the above described indebtedness.

MISCELLANEOUS PROVISIONS

If while this Deed of Trust is in effect the title of Mortgagor, its successors and assigns, to the property herein described, or any part thereof, or the priority of the lien of this Deed of Trust is questioned or attached, directly or indirectly, by suit or other judicial proceedings, or in any other manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Deed of Trust is released, any person shall make a claim or demand against the Mortgagee on account of any action or omission of the Mortgagee hereunder, then the Mortgagor agrees to protect and save harmless said Mortgagee from any and all costs, loss, damage or claim by reason of such attack, controversy, suit, claim or demand, and the Mortgagee is hereby authorized and instructed at the cost and expense of Mortgagor, to take such steps as in the Mortgagee's judgment may be necessary or proper to defend against such claim, demand, controversy, suit or attack, including the employment of counsel, prosecution and defense of litigation, and the compromise or discharge of such claims or controversies; and the expenses incurred in such proceedings, including all sums paid in compromise or discharge of such charges and claims, or attorneys' fees, court costs and all other expenses of every kind and nature while this Deed of Trust remains in effect, shall become an additional part of the debt secured hereby, bearing the note rate of interest, be payable on demand, and be secured by the lien of this Deed of Trust (the same not having been previously released) upon the property herein described; and whether before or after this Deed of Trust is released, Mortgagor agrees to pay to Mortgagee on demand all such sums and expenses paid and suffered by Mortgagee and that the same shall be secured by subrogation to all the rights, liens, equities, superior title and benefits held, owned, possessed and received at any time

by any owner or holder of any claim, lien assessment, charge or expense so paid. The rights of Mortgagee under this paragraph may be availed of by the Mortgagee and exercised at any time, regardless of whether the indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Deed of Trust shall not relieve Mortgagor of its liability to save Mortgagee harmless from any damage suffered by Mortgagee on account of any claim or demand made against it after release of this Deed of Trust.

The term "Mortgagee" herein used shall include any lawful owner, holder or pledgee of any indebtedness secured hereby, and in this connection it is understood that the indebtedness secured hereby may be assigned in whole or in part.

The terms used to designate the parties shall be deemed to include the respective heirs, representatives and assigns of such parties.

This instrument shall constitute a Security Agreement under Chapter 721 of the Revised Civil Statutes of Texas.

This instrument is simultaneously executed this 25 day of August, 1979, in a number of identical counterparts, each of which for all purposes shall be deemed an original and shall be deemed, and may be enforced from time to time, as a Deed of Trust, Security Agreement, Assignment or Contract or as one or more thereof, and the same shall be effective with respect to runs of oil and deliveries of gas as of the 1st day of August, 1979, at 7:00 o'clock A.M.

LA JOLLA OIL AND MINERALS
P.O. Box 207
Abilene, Texas 79604 MORTGAGOR

By: _____
James L. Anderson, Individually
and as Partner

By: _____
Gordon S. Votaw, Individually
and as Partner

ATTEST:

_____

ABILENE NATIONAL BANK
P. O. Box 3018
Abilene, Texas 79604
MORTGAGEE-SECURED PARTY

By: _____
Don Earney, President

THE STATE OF TEXAS)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared James L. Anderson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of August, 1979.

Notary Public in and for
Taylor County, Texas

My commission expires: 6/2/81

THE STATE OF TEXAS)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Gordon S. Votaw, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of August, 1979.

Notary Public in and for
Taylor County, Texas

My commission expires: 6/2/81

THE STATE OF TEXAS)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Don Earney, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Abilene National Bank, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14th day of August, 1979.

Notary Public in and for
Taylor County, Texas

My commission expires: 6/2/81

EXHIBIT "A"

All of Mortgagor's right, title and interest in and to that certain oil and gas lease from the United States, Department of the Interior, Bureau of Land Management, to Rolynne L. Hill, Serial Number W 61390, dated December 1, 1977, covering a total of 800.00 acres located in Sublette County, Wyoming, described as follows, to-wit:

T 29 N, R 106 W, 6th Prin Mer
Sec 2: S½
11: E½

T 30 N, R 106 W
Sec 28: NE¼

EXHIBIT "A"

35 Released Bk. 14 Rel. & Pr. 551

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, SHERIDAN 1-61302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Thomas L. Brown and Andrea A. Brown, husband and wife

mortgagor~~s~~, of ~~Sublette~~ County, State of Wyoming, to secure the payment of Twenty seven thousand eight hundredand 00/100 Dollars, due monthly

with interest from date at the rate of 12 per cent per annum, payable monthly ~~annually~~

evidenced by ~~one~~ promissory note, of even date herewith,

do hereby mortgage to State Bank of Big Piney

mortgagee, whose address is Big Piney, Wyoming

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 2 of the Antelope Flats Subdivision, Sublette County, Wyoming
Located in the NE 1/4 SE 1/4 Section 12, Township 30 North, Range 112 West of the 6th P.M. and restricted by covenants of record.

176211

RECORDED Aug 27 1979 8:00 A.M.
IN BOOK 32 Mtg PAGE 35
FEES $6.00 Lavi D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The mortgagor~~s~~ agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than reasonable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor~~s~~ shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee ~~its~~ legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including ~~reasonable amount~~ Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 23 day of August A. D. 19 79.

In the presence of

Thomas L. Brown

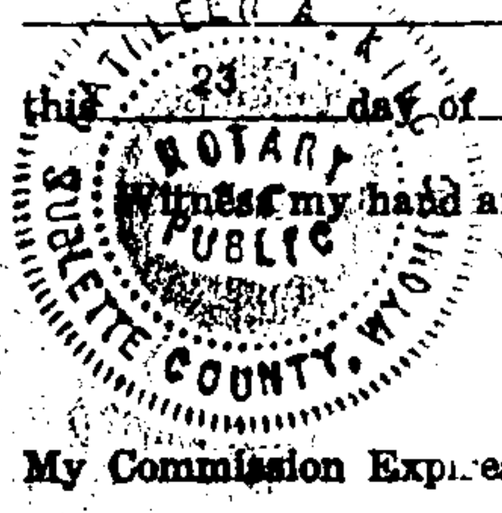
Andrea A. Brown

State of . Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Thomas L. Brown
Andrea A. Brown

this 23 day of August, 19 79.

Witness my hand and official seal.



Signature

Title of Officer

My Commission Expires: JAN. 10, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ... } ss.

This instrument was filed for record at ...

o'clock ... M., on the ...

day of ... A. D. 19...

and duly recorded in Book ...

on Page ...

...
County Clerk and Ex-Officio Register of Deeds.

By ...
Deputy Clerk

No. ... Fees, $ ...

037

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT A. HOEFER and SUE HOEFER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-three thousand and no/100 -----$23,000.00 Dollars, due September 20, with interest from at the rate of twelve per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots seventeen (17), eighteen (18), nineteen (19), twenty (20), and twenty-one (21). Block sixteen (16), Marbleton Townsite, Sublette County, Wyoming.

176212

RECORDED Aug 27 1979 8:00 A.M.
IN BOOK 32 Mtg PAGE 37
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty-three thousand and no/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 17th day of August A. D. 1979

In the presence of

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert A. Hoefer, Sue Hoefer, this 7th day of August, 1979.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19, and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

REAL ESTATE MORTGAGE

FORM FLB 208-RR (Rev. 1-77)

Date August 13, 1979

Charles E. Allen and Saundra L. Allen, husband and wife.

, Mortgagors,

of Sublette County, Wyoming, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

**THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha, Douglas County, Nebraska, whose address
is Farm Credit Building, Omaha, Nebraska 68100,**

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

SEC. TWP. RG.

Lot 6 of the Little Piney Subdivision, Sublette County,
Wyoming, as set out on the Plat recorded February 8, 1974,
in Book 29 of Misc., Page 407,

176213
Released
BK 17 Rel Pg 74

RECORDED Aug 27 19 77 8:00 A M
IN BOOK 32 Mtg PAGE 39
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

together with all of the right, title, and interest of the Mortgagors in said property, including all buildings, improvements, fixtures or appurtenances now or hereafter acquired, including all apparatus, equipment, fixtures or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and the furnishings customarily or appropriately included by lessors to lessees including, but not limited to, mirrors, screens, windows, storm windows and doors, carpeting and other floor coverings, in-a-door beds, awnings, stoves, refrigerators, water heaters, air conditioners, humidifiers, hearth and fireplace equipment, all of which are declared to be a part of the real estate, whether physically attached thereto or not, and deemed a portion of the security for the indebtedness hereinafter described.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of THIRTY ONE THOUSAND SIX HUNDRED AND NO/100 ---------- DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of September, 1999. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors agree to pay, if requested by Mortgagee, on each installment date, in addition to the sums required in the above-described promissory note, a sum equal to the amount determined by the Mortgagee required to accumulate, and pay the insurance premiums on policies of fire and other hazard insurance covering the mortgaged premises, and the real estate taxes and assessments due on the mortgaged premises 15 days prior to the due dates thereof. In the event that the sums accrued for the payment of the said premiums, taxes, or assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due date thereof. All sums received therefor shall be applied on the principal balance until such time as they are withdrawn by Mortgagee for the payment of said premiums, taxes, or assessments.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

(4) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default in the note.

(5) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(6) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the default rate described in said note, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(7) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(10) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

Charles E. Allen (SEAL)

Saundra L. Allen (SEAL)

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

On this 24 day of August, A.D., 1979, before me, a Notary Public in and for said County and State, personally appeared Charles E. Allen and Saundra L. Allen, husband and wife.

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires 4-7-81

Shirley Ball
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only

Loan No. 707-3-8493757 H

Assignment No.

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF }
COUNTY OF } ss.

This instrument was filed for record at ... o'clock ... M. ... 19..., and duly recorded in Book ... of ... on page ... of the records.

County Recorder Register of Deeds

By ... Deputy

Fee $ ...

41

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARLENE A. DOLINAR, a single woman, EDWARD J. DOLINAR and MINNIE DOLINAR, his wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-three Thousand and No/100 - - - -($23,000.00) Dollars, due 9/21/94 monthly with interest from 9/21/79 at the rate of twelve (12%) per cent per annum, payable included in payment evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $276.04 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Six (6) Block One (1) K & M Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

176238

RECORDED Aug 27 1979 3:30 P M
IN BOOK 33 Misc PAGE 41
FEES $6.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 21st day of August A. D. 19 79.

In the presence of

Marlene A. Dolinar

Edward J. Dolinar

Minnie Dolinar

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Marlene A. Dolinar, Edward J. Dolinar and Minnie Dolinar,

this 24 day of August, 19 79.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: June 4, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ... } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

43 Misc Rec Bk 11 pg 418

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BHB

DUANE E. BALDWIN and BETTY JEAN BALDWIN aka BETTY J. BALDWIN aka BETTY S. BALDWIN, husband and wife,

mortgagor S, of Highland, Lake County, State of Indiana, to secure the payment of Five Thousand Six Hundred and No/100($5,600.00) - - Dollars, due 8/15/88 with interest from 8/2/79 at the rate of twelve(12%) per cent per annum, payable monthly ~~annually~~ included in payments evidenced by one promissory note, of even date herewith, payable in 108 monthly pay-ments of $85.04 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Sixty-five (65) Block One (1), Barger Subdivision, Sublette County, Wyoming, as said subdivision appears on file and of record in the office of the Sublette County Clerk, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO Protective Covenants appearing at page 152, Book 28, Miscellaneous Records, office of the Sublette County Clerk.

and

Lot Eighty-five (85) Block Eight (8), Barger Subdivision, Sublette County, Wyoming, as said subdivision appears on file and of record in the office of the Sublette County Clerk, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO Protective Covenants appearing at page 152, Book 28, Miscellaneous Records, office of the Sublette County Clerk.

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 2nd day of August A. D. 19 79.

In the presence of

176239

Duane E. Baldwin

Betty Jean Baldwin aka
Betty J. Baldwin and Betty S. Baldwin

RECORDED Aug 27, 1979 3:30 PM
IN BOOK 32 Misc PAGE 43
FEES $ 6.00 Evelyn J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

State of MICHIGAN
County of WEXFORD } ss.

The foregoing instrument was acknowledged before me by Duane E. Baldwin and Betty Jean Baldwin,

this 20th day of August, 19 79.

Witness my hand and official seal.

Maude C. Walters
Signature
Notary Public
Title of Officer

MAUDE C. WALTERS
Notary Public, Wexford County, Mich.
My Commission Expires 1-11-81

My Commission Expires:

NOTARY PUBLIC

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $.

MORTGAGE DEED—FORM NO. 4-A

45

THE M. C. S. COMPANY, SHERIDAN 13161?-- 2M—1-72

Rec'd Lib. 0, fg 448

MORTGAGE

THIS MORTGAGE, made this 14th day of August, 1979, between
Arthur M. Hafey and Helen Y. Hafey, husband and wife,

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and

William A. Anselmi

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00)

- - - -

[redacted] [redacted] [redacted]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Fifty Thousand and No/100 - - -

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Arthur M. Hafey

Helen Y. Hafey

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 14th day of August, 19 79, before me personally appeared

Arthur M. Hafey and Helen Y. Hafey, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: 2/15/80

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that

executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said

acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE is made this 21st day of August, 19 79, between the Mortgagor, Craig L. Crandall and Merle Jo Crandall, husband and wife (herein "Borrower"), and the Mortgagee, Provident Federal Savings & Loan Association of Casper, a corporation organized and existing under the laws of United States of America, whose address is Post Office Box 1850 Casper, Wyoming 82602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Six Thousand Dollars and No/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated August 21, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1999;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lot 8, Unit 3 of the Orcutt Hull Subdivision, Sublette County, Wyoming, as recorded October 9, 1973 in Book 29 of Misc., page 223.

176276

RECORDED August 29, 1979 8:00 AM
IN BOOK 32 Misc. PAGE 48
FEES $10.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of Lot 8 Orcutt Hill Subdivision [Street], Pinedale [City],
Wyoming 82941 [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Released Book 16 Rel. page 149
45 assigned Bk. 51 mtg. pg. 264

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

[redacted] [redacted] [redacted]

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Craig L. Crandall —Borrower

Merle Jo Crandall —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this August 21, 1979 by Craig L. Crandall and Merle Jo Crandall, husband and wife of P.O. Box 99, Pinedale, Wy. 82941
(date) (person acknowledging)

My Commission expires:

A. RODGERS EVERETT-Notary Public
County of Teton State of Wyoming
My Commission Expires, Oct. 6, 1979

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE BIL[redacted] ERMAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DARRELL D. WALKER AND VERNA L. WALKER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty-three thousand four hundred and no/100 ---Dollars, due monthly with interest from date at the rate of 12 per cent per annum, payable monthly ~~annually~~ evidenced by one(1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY mortgagee, whose address is Big Piney, Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

The South Twenty (20) feet of Lots fifteen (15), sixteen (16), seventeen (17), and eighteen (18) in Block One (1) of the Original Town of Pinedale, Sublette County, Wyoming.

176321

RECORDED August 30 19 79 9:15 AM
IN BOOK 32 Misc PAGE 52
FEES $ 6.00 Laurel Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mc Clure

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $33,400.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 24th day of August A. D. 1979.

In the presence of

Darrell D. Walker
Verna L. Walker

Rlsd Bk 13 Pg 272

52

53

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Darrell D. Walker,
Verna L. Walker, ,
this 24th day of August, 19 79.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at
o'clock M., on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE

THIS MORTGAGE is made this 29th day of August, 1979, between the Mortgagor, Harry E. Pelliccione and Barbara L. Pelliccione, husband & wife (herein "Borrower"), and the Mortgagee, The State Bank of Green River, Wyoming, a corporation organized and existing under the laws of Wyoming, whose address is Drawer 72, Green River, Wyoming 82935 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen Thousand Dollars and No/100---------- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette State of Wyoming:

LOTS 3 AND 4, FAVAZZO SUBDIVISION, AS THE SAME APPEARS OF RECORD ON THE OFFICIAL PLAT OR MAP THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS, SUBLETTE COUNTY, WYOMING.

176313

RECORDED August 30 19 79 9:15 AM
IN BOOK 33 Misc PAGE 54
FEES $ 16.00 Paid
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant

RIS Bk 20 Pg. 300

5-4

and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium

[redacted] [redacted] [redacted]

unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Harry E. Pelliccione —Borrower

Barbara L. Pelliccione —Borrower

Property Address

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 29th day of August, 19 79, by Harry E. Pelliccione and Barbara L. Pelliccione, husband & wife.

Witness my hand and official seal.

My Commission Expires:

February 2, 1983

Notary Public

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That HAROLD P. FALER, BEULAH M. FALER and JUDSON B. FALER, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FORTY-SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS ($47,150.00), due December 1, 1980, with interest from September 1, 1979, at the rate of EIGHT PER CENT (8%) PER ANNUM, payable at maturity, evidenced by one promissory note, of even date herewith, DO HEREBY MORTGAGE to ELTON COOLEY, mortgagee, whose address is Pinedale, Wyoming 82941, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the S/2 SW/4 of Section 34, T.34N., R.109W. of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

All of the SW/4 SW/4 and the W/2 SE/4 SW/4 of said Section 34, with the following exceptions:

1- Hennick First Addition to the Town of Pinedale
2- Hennick Second Addition to the Town of Pinedale
3- Cooley First Addition to the Town of Pinedale
4- Cooley Tenth Addition to the Town of Pinedale
5- Middle School Addition to the Town of Pinedale
6- A tract of land in the E/2 SW/4 SW/4 of Section 34, T.34N., R.109W. of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the northeast corner of the Cooley Tenth Addition to the Town of Pinedale, a subdivision of record in the office of the Clerk of Sublette County, Wyoming;

Thence S.89°39'56"E. along the south boundary of the Middle School Addition to the Town of Pinedale, a distance of 240 feet;

Thence South, a distance of 755 feet;

Thence N.89°39'56"W., a distance of 240 feet to a point on the east boundary of the Cooley First Addition to the Town of Pinedale;

Thence North, a distance of 755 feet to the point of beginning;

Said lands herein and hereby mortgaged contain 23 acres, more or less;

176351

RECORDED Dec. 31 1979 10:45 AM
IN BOOK 3-3 Misc PAGE 58
FEES $8.00 Dorothy M. Eskelin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Eskelin

Rel'd see Misc 3-6 pg 424+426

Rel'd see M pg 305

TOGETHER WITH the buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use, AND SUBJECT FURTHER TO outstanding mineral interests;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN _____ DOLLARS ($_____) during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, his legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 27th day of August, 1979.

HAROLD P. FALER

BEULAH M. FALER

JUDSON B. FALER

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HAROLD P. FALER, BEULAH M. FALER and JUDSON B. FALER this 27th day of August, 1979.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

Notary Public

My commission
expires: 4/22/82

MORTGAGE DEED—FORM NO. 414

61 Rec'd Bk 16 pg 467

SECOND
MORTGAGE

THIS MORTGAGE, made this 13th **day of** June , **19** 79 , **between**

DAVID ROSS CALVERT, husband of the mortgagee hereafter named,

of Sublette **County, Wyoming, hereinafter referred to as the "Mortgagor," and**

CONNIE LEE CALVERT, wife of the aforesaid mortgagor,

of Sublette **County, Wyoming, hereinafter referred to as the "Mortgagee."**

The Mortgagor, for and in consideration of the sum of Thirty Thousand and 00/00

($30,000.00) **Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

A tract of land located in the SW/4 SW/4 of Section 35, Township 34 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point on the South line of Section 35, S 89° 50' E, a distance of 575.34 Feet from the corner common to Sections 34, 35, 2 and 3;

Thence S 89° 50' E, a distance of 704.66 feet along the South line of Section 35;

Thence N 10° 00' 14" E, a distance of 1197.38 feet;

Thence N 88° 24' 12" W, a distance of 921.77 feet;

Thence S 00° 32' 08" W, a distance of 1157.80 feet;

Thence S 89° 27' 52" E, a distance of 20.00 feet;

Thence S 00° 32' 08" W, a distance of 45.00 feet to the point of beginning;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, BUT SUBJECT TO the provisions of United State patents; TOGETHER WITH all water, ditch and reservoir rights situate thereon or appurtenant thereto; encompassing an area of 22.516 acres, more or less.

176363

RECORDED August 11 19 2:30 P M
IN BOOK 32 Misc PAGE 61
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Mary Dacosky Ill Deputy

[redacted] [redacted] [redacted]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

The lien of this mortgage is subordinate and secondary in priority to the liens of two existing mortgage liens, each covering separate portions of the afore-described tract, one of which is in favor of the Farm Home Administration and the other of which is in favor or Orval James and Mabel James.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Thirty Thousand and 00/00 ($ 30,000.00) Dollars, together with interest thereon at the rate of eight (8 %) per annum from the date of the parties divorce, until paid, according to the conditions of a promissory note, dated the date of said divorce, the ultimate maturity date of which is ten (10) years, and which promissory note was executed and delivered by David Ross Calvert

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than eighty percent (80%) of insurable values ($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of thirty (30) days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

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10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

David Ross Calvert

David Ross Calvert

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
} ss.
County of Sublette

On this 13th day of June, 1979, before me personally appeared

DAVID ROSS CALVERT

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as his free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: January 5, 1983

William H. Jackson

William H. Jackson
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
} ss.
County of

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
} ss.
County of

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

MORTGAG[redacted] —FORM NO. 4½ [redacted] THE MIL[redacted] WYOMING 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RALPH C. HINER and PATRICIA A. HINER, husband and wife,

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Forty-two Thousand Five Hundred and No/100 - - - - Dollars, due 9/25/89 with interest from 9/11/79 at the rate of twelve (12%) per cent per annum, payable monthly ~~Annually~~ included in payment evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $609.76, which include interest,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 4, Block 2 of the Ball First Addition to the Town of Marbleton, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.
SUBJECT TO prior mineral reservations of record.

176533

RECORDED Sept. 11 1979 2:00 P M.
IN BOOK 32 Misc. PAGE 624
FEES $6.00 Paid
COUNTY CLERK
SUBLETTE COUNTY, WYOMING

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor s shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 11th day of September A. D. 19 79.

In the presence of

Ralph C. Hiner

Patricia A. Hiner

Released BK. 13 Rls. Pg. 647

Stat of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Ralph C. Hiner and Patricia A. Hiner,

this 11th day of September, 19 79

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: June 4, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19 ... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

MORTGA[redacted]O—FORM NO. 4½ [redacted] THE [redacted] MERIDIAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STACY V. GILLIAM and VaLEDA GILLIAM, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eight Thousand and No/100 - -($8,000.00) - - - - - - Dollars, due 9/10/84 with interest from 9/7/79 at the rate of twelve(12%) per cent per annum, payable monthly ~~annually~~ included in payment evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $177.96, which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519 Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 1 Block 3 of the Ball First Addition to the Town of Marbleton, Sublette County, Wyoming; together with all improvements and appurtenances thereunto appertaining. SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

176534

RECORDED Sept 11, 19 79 2:22 P.M.
IN BOOK 3 M/G, PAGE 66
FEES $ 4.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy Phil Blue

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 7th day of September A. D. 19 79.

In the presence of

Stacy V. Gilliam

VaLeda Gilliam

Rel BK 12 Pg 277

66

6 7

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Stacy V. Gilliam and ValeDa Gilliam, ,

this day of September, 19 79.

Witness my hand and official seal.

Darlene Alexander - Notary Public
County Of Sublette — State Of Wyoming
My Commission Expires June 15, 1980

My Commission Expires: June 15, 1980

Darlene Alexander
Signature
Notary Public
Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE

THIS MORTGAGE is made this 21st day of August 19 79, between the Mortgagor, R. Douglas and Constance J. Scott, Husband and Wife, (herein "Borrower"), and the Mortgagee, FIRST WYOMING BANK NA JACKSON HOLE, a corporation organized and existing under the laws of The United States of America, whose address is P.O. Box 528, Jackson, Wyo. 83001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINE THOUSAND NINE HUNDRED TWENTY THREE AND 23/100 (9,923.23) Dollars, which indebtedness is evidenced by Borrower's note dated August 21, 1979 (herein "Note") ~~xxxx

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereto related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

R. Douglas Scott
R. DOUGLAS SCOTT —Borrower

Constance J. Scott
CONSTANCE J. SCOTT —Borrower

STATE OF WYOMING, Teton County ss:

The foregoing instrument was acknowledged before me this 21 day of August, 1978 by
(date)

R. Douglas & Constance J. Scott
(person acknowledging)

My Commission expires:

PEGGY KRUMM NOTARY PUBLIC Teton County State of Wyoming
Commission Expires April 25, 1983

Peggy Krumm
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE, made this 30th day of August, 19 79, between Richard D. Bubak and Shirley A. Bubak, husband and wife,

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and

Calvin W. Chilton and Shirley A. Chilton, husband and wife,

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Seven Thousand and no/100----------

---

($ 7,000.00***) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lot Numbered Thirteen (13), Block Numbered Two (2), Hagenstein Addition to the Town of Pinedale, Sublette County, Wyoming.

176593

RECORDED Sept 13, 19 79 1:15 PM
IN BOOK 33 Mortgage PAGE 72
FEES $ 5.00 Lee D Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of *Seven Thousand and no/100*----------

---

($ *7,000.00*****) Dollars, together with interest thereon at the rate of *Six* per cent (*6* %) per annum from *August*, 19*79*, until paid, according to the conditions of one promissory note, dated *August 29*, 19*79*, the ultimate maturity date of which is ~~December~~ *February 10*, 19*80*, which promissory note was executed and delivered by *Richard D. Bubak and Shirley A. Bubak, husband and wife,*

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than *Seven Thousand and no/100*----------

($ *7,000.00*****) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of *Thirty* days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Richard D. Bubak

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF ~~WYOMING~~ Wyoming
County of Sublette } ss.

On this 30th day of August, 19 79, before me personally appeared

Richard D. Bubak and Shirley A. Bubak, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that *they* executed the same as *Their* free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: July 28, 1980

Edwin R. Adams - Notary Public
County Of Sublette — State Of Wyoming
My Commission Expires July 28, 1980

Edwin R. Adams
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: .

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said

acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires: .

75

Rel Bk 10 pg 535

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PRESTON SCOTT MANSOR and LINDA DIANE MANSOR, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Forty-six Thousand and no/100 ---------- Dollars, due 1/12/80 with interest from date at the rate of thirteen per cent per annum, payable S/P ~~annually~~ evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY Big Piney, Wyoming mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot four(4), Block four(4) of the Ball First Addition to the town of Marbleton, Sublette County, Wyoming.

176603

RECORDED Sept 12, 19 79 2:00 P.M.
IN BOOK 33 Mtg PAGE 75
FEES 16.00 Lien Fee $1.00
COUNTY CLERK
By Deputy

The mortgagor s agree s to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Forty-six Thousand and no/100 - Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 12th day of September A. D. 19 79.

In the presence of

Preston Scott Mansor

Linda Diane Mansor

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Preston Scott Mansor, Linda Diane Mansor,

this 12th day of September, 1979.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FREDERICK D. SHRIVER and PAMELA G. SHRIVER, husband and wife,

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Twenty two thousand one hundred and No/100 ($22,100.00) Dollars, due 9/20/94 with interest from 9/12/79 at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~ included in payments evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $265.25, which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the W½SW¼ of Section 20, T. 34 N., R. 109 W. of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point on the west section line of said Section 20, N. 00°04'W., a distance of 1150.00 feet from the Southwest corner of said Section 20;
Thence from point of beginning, continuing N. 00°04'W., a distance of 375.00 feet;
Thence N. 89°56'E., a distance of 580.40 feet;
Thence S. 00°04'E., a distance of 375.00 feet;
Thence S. 89°56'W., a distance of 580.40 feet to point of beginning;
Containing 5 acres, more or less.
Together with all buildings, fences and improvements situate thereon or appurtenant thereto, and Together with all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;
BUT SUBJECT, HOWEVER, TO provisions of United States patents and to all easements and rights of way of record or in actual use, and SUBJECT FURTHER TO all outstanding mineral interests.

176620

RECORDED Sept. 17 1979 at 2:22 P.M. Misc. Bk. 11 pg. 38
BOOK 32 Mtg. PAGE 77
Fee $ 5.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 12th day of September A. D. 19 79.

In the presence of

Frederick D. Shriver
Frederick D. Shriver

Pamela G. Shriver
Pamela G. Shriver

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Frederick D. Shriver, Pamela G. Shriver, this 12th day of September, 1979.

Witness my hand and official seal.

Darlene Alexander - Notary Public
County Of Sublette
State Of Wyoming
My Commission Expires June 15, 1980

My Commission Expires:

Signature

Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

79

96 10 19 538

MORTGAGE DEED

1. Undersigned Donald D. Shriver and Catherine G. Shriver, husband and wife herein designated, whether one or more, as Mortgagor, of Sublette County, State of Wyoming, to secure the payment of Mortgagor's indebtedness to Dubois National Bank, Dubois, Wyoming herein designated Mortgagee, according to the terms hereof and the tenor of Mortgagor's promissory note of even date to the order of the Mortgagee in the principal sum of $40,923.55, together with interest, and payable at Mortgagee's said office, hereby mortgages and warrants to the Mortgagee the following described property situate in Sublette County, State of Wyoming, to-wit:

A parcel of land in the NW¼NE¼, Section 31, Township 32 North, Range 106 West, 6th P.M. Sublette County, Wyoming, containing 40 acres

176649

RECORDED [illegible] 19 [illegible]
[illegible] 79
[illegible] CLERK
[illegible]

hereby releasing and waiving all rights in and to said property under and by virtue of the homestead exemption laws of the State of Wyoming, together with all privileges, hereditaments, tenements and appurtenances thereunto belonging, or in any wise appertaining, together with all buildings and improvements and fixtures now thereon or which may hereafter be erected thereon, together, with all rents, issues, revenue, income and profits from and of said property. Mortgagor expressly agrees that all items now and hereafter attached or connected in or with each building on said premises shall be considered fixtures and subject to the force and effect of this mortgage.

2. Mortgagor expressly covenants that: nothing shall be done on or in connection with said property which may impair Mortgagee's security hereunder; all said property shall be continuously maintained in good order, repair and condition by Mortgagor at Mortgagor's expense; said property shall at all times be kept so occupied as to keep effective, insurance policies below mentioned, and devoted to lawful use only; Mortgagor will pay as due all principal and interest secured hereby seasonably; and until so fully paid, Mortgagor shall pay as due all taxes, assessments, and other legal burdens levied, assessed or imposed against said property, will keep all thereof insured against loss or damage by fire or other casualty as specified by Mortgagee, in insurance companies and amounts designated by Mortgagee, and not less than the full amount of indebtedness secured hereby, all loss under such policies to be payable to Mortgagee as its interest appears and all such policies to be currently kept with Mortgagee, as further security for payment of said indebtedness; said premises are free from all liens and incumbrances except: None

3. Mortgagor expressly agrees to pay all indebtedness secured hereby, according to the terms hereof and that in case of any default by Mortgagor under requirements hereof, Mortgagee may pay any or all taxes, assessments and other legal burdens before or after delinquency, expense of needed repairs, insurance or other advancements required for the protection of its security under any such default, and all moneys thus expended, with interest thereon at the rate of 8% per annum, shall at the option of the Mortgagee become part of the interest bearing principal indebtedness secured hereby unless and until otherwise paid by Mortgagor.

4. In case default shall be made in the payment as due on the original note or any subsequent note evidencing additional advances, or otherwise, or any part thereof, or in case of the breach of any covenant or agreement herein contained, Mortgagee may immediately and without notice declare the whole of the then indebtedness secured hereby, immediately due and payable, and it shall be lawful for Mortgagee 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 property, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser 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 for taxes, assessments, repairs, insurance or other advancements, together with stipulated interest thereon from respective advancement dates to the date of such sale, and then to the payment of the balance due on account of the principal and interest indebtedness secured hereby, together with interest at the same

rate thereon up to the time of such sale, and the surplus, if any, shall be paid to said Mortgagor, _____ their _____ legal representatives, heirs, successors or assigns; there shall be included as due from Mortgagor in any or all court proceedings, all related costs inclusive of abstract extension and such attorney's fees and costs as may be decreed by the court, and in any statutory foreclosure by advertisement, all costs and a reasonable attorney's fee. Mortgagor consents to entry of personal judgment for and upon any deficiency of said indebtedness remaining unliquidated following foreclosure or other sale proceeds of the real and collateral security as aforesaid. In any case of any default whereby the right of foreclosure occurs hereunder, Mortgagee or the holder of said note, 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 Mortgagee, and Mortgagee, successors or assigns or the holder of said note or any thereof, shall be entitled to all relief provided under Sections 1-481 and 1-990 through 1-999 inclusive, W.S. 1957, relating to 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 of Mortgagor or then owner of said property and without regard to the value of said property, or the sufficiency there of to discharge the mortgage debt and foreclosure costs, fees and expense, and such relief may be granted by any court of competent jurisdiction upon ex parte application and without notice (notice being hereby expressly waived and such relief on any such application without notice being hereby consented to by Mortgagor on Mortgagor's behalf and on behalf of Mortgagor's successors, heirs, legal representatives and assigns, and all persons claiming by, through, or under Mortgagor or them) and all rents, issues and profits, income and revenue of said property shall be applied according to law and the orders and directions of the court.

5. Mortgagor shall pay as due all items, non-payment of which as due might subject Mortgagee or said property to claim of lien or other actionable liability. Mortgagor shall make no alterations or additions to said property without prior written consent of Mortgagee and will not permit said property, or any part thereof, to be used in an improper manner or contrary to any law or ordinance. In case of Mortgagor's default under any existing prior mortgage between the parties hereto, covering said premises, the note or notes secured by this mortgage shall become immediately due. No delay or election of remedy on the part of Mortgagee under any default by Mortgagor shall be in prejudice of Mortgagee's right to thereafter proceed in any manner above authorized on account of such or each subsequent default by Mortgagor.

6. Wife of the said Donald D. Shriver upon the consideration aforesaid, does hereby separately release and forever quit-claim unto Mortgagee, its successors and assigns, all her right of homestead in and to the above granted premises.

7. Time and manner of performance are of the essence hereof, and all covenants of the Mortgagor run with the land, and all provisions hereof shall be respectively for the benefit of and binding upon the heirs, successors, legal representative and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREROF, Mortgagor has caused this mortgage to be executed and delivered this 15th day of August, 19 79.

Dated August 15, 19 79.

COUNTY OF _____ } SS
STATE OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____.

Witness my hand and official seal.

[illegible] - Notary Public
County of Fremont State of [illegible]
My Commission expires Oct. 23, 1980

Notary Public

My Commission Expires: _____

MORTGAGE

V. L. Looney and Patricia E. Looney, mortgagor, Pinedale, Sublette County, Wyoming, to secure the payment of $50,000.00 with interest on the balance remaining due from time to time and all other amounts due thereunder and all extensions and renewals thereof, and any other indebtedness which may arise or be created between the mortgagor and mortgagee (and as the same shall become due and payable with principal and interest payable on 15 November 1979, all as evidenced by one promissory note dated 17 September 1979, does hereby mortgage and warrant to the Commercial Bank of Sterling, Colorado, a Colorado banking corporation, 220 Main Street, Sterling, Colorado 80751 the following real estate situate in the County of Sublette, State of Wyoming, to wit:

Township 34 North, Range 112 West of the 6th Principal Meridian
Section 4: S½NW¼, N½S½;
Section 5: Lot 4, S½N½, N½SE¼;
Section 6: Lots 1, 2, 3 and 4, S½NE¼;
Township 34 North, Range 113 West of the 6th Principal Meridian
Section 1: Lots 1 and 2;
Township 35 North, Range 112 West of the 6th Principal Meridian
Section 29: W½SW¼;
Section 30: E½SW¼, SE¼;
Section 31: Lots 1, 2, 3 and 4, NE¼, E½NW¼, E½SW¼, SE¼ (ALL)
Section 32: W½W½.

Together with all buildings, additions, alterations, improvements and repairs or replacements thereof and all property of like kind and character now or hereafter acquired, installed in, affixed to, commingled with or substituted for any of the above, and the proceeds of any or all of the above, or, used in connection with or placed on said property; and each and all of the fixtures, equipment, fences, trees and shrubs, tenements, betterments, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining; all of which things shall be deemed to be parts of the realty regardless of the manner in which they may be affixed to or upon the same.

As used herein, "mortgagor" is equivalent to "debtor", "mortgagee" is equivalent to "secured party", and "mortgage" is equivalent to "financing statement".

The Mortgagor agrees: To pay when due the principal and interest of the note; to pay when due all taxes and assessments of the premises; to pay when due and discharge all prior liens and encumbrances now existing, if any, and keep the mortgaged property free and clear of all other liens and encumbrances which may be of become superior to the lien hereof; to comply at once at the expense of the Mortgagor with all laws, statutes, ordinances and regulations affecting the security of this Mortgage upon the mortgaged property; and in case Mortgagor shall not do as aforesaid, the Mortgagee at his option may perform the aforesaid for the Mortgagor and the costs and expenses thereof shall be added to and considered as part of the above indebtedness hereby secured. In case of default of payment of either interest or principal or performance of any other provision of this Mortgage then the whole indebtedness herein secured at the option of the Mortgagee shall become due and payable and the Mortgagee may proceed according to law to foreclose on said property by court foreclosure action or by advertisement and this constitutes a power of sale upon default as provided by the statues of the State of Wyoming; and in case of foreclosure the Mortgagor hereby agrees to pay all costs and expenses of collection including an attorney's fee of ten per cent of the original obligation of this Note. Mortgagor will pay all expenses and attorney's fees incurred by the Mortgagee for the protection of the lien of this Mortgage or for the collection of any amount due on the instrument which this Mortgage secures or for any preservation of the property mortgaged.

176654

RECORDED September 17th 1979 9:25 AM
IN BOOK 32 Misc PAGE 81
FEES $ 6.75 Lena J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

IT IS EXPRESSLY AGREED as conditions of this Mortgage, that times of payment and performance are of the essence thereof; that the Mortgagor will keep the land and buildings and improvements and landscaping and grounds in good condition and will neither commit nor permit waste on the premises nor demolish or remove therefrom any building without the written consent of the Mortgagee and will keep the premises free from all claims for liens thereon; that upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any Court of competent jurisdiction, upon application of the Mortgagee, or the purchaser at such sale, shall, as provided by law, at once and without notice to the Mortgagor or any other person, appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of rents, issues and profits to keep the premises in good repair and condition and to pay all taxes, assessments, and special assessments, to redeem from sale for taxes, assessments, and special assessments, and to pay insurance premiums necessary to keep the said premises insured in accordance with the provisions of this Mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases; and that this Mortgage and the obligations which it secures shall be construed and give effect in accordance with the laws of the State of Wyoming.

Failure to exercise any right, power or option herein granted to the Mortgagee howsoever often shall not constitute a waiver thereof and shall not estop the Mortgagee from exercising any such right, power or option at any time or upon any subsequent default of the Mortgagor. All rights and remedies given or reserved to the Mortgagee herein shall be cumulative and may be exercised contemporaneously but the exercise of one or more such rights or remedies shall not exclude or prevent the exercise of other rights or remedies or be a waiver thereof.

All covenants, promises, undertakings, agreements, rights, powers, privileges, benefits, obligations and remedies imposed upon or granted or reserved unto the said parties by this instrument shall respectively extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of said parties.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

Dated: _____, 1979.

_____

V. L. Looney

_____

Patricia E. Looney

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by V. L. Looney and Patricia E. Looney this 11 day of _____, 1979.
Witness my hand and offical seal.

My Commission Expires: _____

S E A L

_____
Notary Public

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

P+L. RLS. BK. 14 Rel. @ Pg. 236
" " BK. 14 " @ Pg 604
" " " 14 " @ Pg 633
" " " 15 " @ Pg 286
Released Book 16 Rel pg. 316
Released Book 16 Rel pg. 346

Mtge. Book 20 Pg 1
Mtge. Book 15, Page 542.
Release Book 16 pg. 126
Release Book 16, Pg. 126

MORTGAGE

V. L. Looney and Patricia E. Looney, mortgagor, Pinedale, Sublette County, Wyoming, to secure the payment of $450,000.00 with interest on the balance remaining due from time to time and all other amounts due thereunder and all extensions and renewals thereof, and any other indebtedness which may arise or be created between mortgagor and mortgagee when and as the same shall become due and payable with principal and interest payable on 15 November 1980, 15 November 1981 and 15 November 1982, all as evidenced by one promissory note dated 11th September 1979, does hereby mortgage and warrant to the Commercial Bank of Sterling, Colorado, a Colorado banking corporation, 220 Main Street, Sterling, Colorado 80751 the following real estate situate in the County of Sublette, State of Wyoming, to wit:

Township 34 North, Range 112 West of the 6th Principal Meridian
Section 4: S½NW¼, S½S½;
Section 5: Lot 4, S½N½, N½SE¼;
Section 6: Lots 1, 2, 3 and 4, S½NE¼;
Township 34 North, Range 113 West of the 6th Principal Meridian
Section 1: Lots 1 and 2;
Township 35 North, Range 112 West of the 6th Principal Meridian
Section 29: W½SW¼;
Section 30: E½SW¼, SE¼;
Section 31: Lots 1, 2, 3 and 4, NE¼, E½NW¼, E½SW¼, SE¼ (ALL)
Section 32: W½W½.

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto; AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereron or appurtenant thereto; and all property of like kind and character now or hereafter acquired, installed in, affixed to, commingled with or substituted for any of the above, and the proceeds of any or all of the above, or, used in connection with or placed on said property; and each and all of the fixtures, equipment, fences, trees and shrubs, tenements, betterments, provileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining; all of which things shall be deemed to be parts of the realty regardless of the manner in which they may be affixed to or upon the same.

BUT SUBJECT, HOWEVER, TO the provision of United States patents, AND SUBJECT FURTHER TO outstanding easements and rights of way of record or in actual use, AND SUBJECT FURTHER TO outstanding mineral interests.

As used herein, "mortgagor" is equivalent to "debtor", "mortgagee" is equivalent to "secured party", and "mortgage" is equivalent to "financing statement".

The Mortgagor agrees: To pay when due the principal and interest of the note; to pay when due all taxes and assessments of the premises; to pay when due and discharge all prior liens and encumbrances now existing, if any, and keep the mortgaged property free and clear of all other liens and encumbrances which may be or become superior to the lien hereof; to comply at once at the expense of the Mortgagor with all laws, statutes, ordinances and regulations affecting the security of this Mortgage upon the mortgaged property; and in case Mortgagor shall not do as aforesaid, the Mortgagee at his option may perform the aforesaid for the Mortgagor and the costs and expenses thereof shall be added to and considered as part of the above indebtedness hereby secured. In case of default of payment of either interest or principal or performance of any other provision of this Mortgage then the whole indebtedness herein secured at the option of the Mortgagee shall become due and payable and the Mortgagee may proceed according to law to foreclose on said property by court foreclosure action or by advertisement and this constitutes a power of sale upon default as provided by the statutes of the State of Wyoming; and in case of foreclosure the Mortgagor hereby agrees to pay all costs and expenses of collection including an attorney's fee of ten per cent of the original obligation of this NOte. Mortgagor will pay all expenses and attorney's fees incurred by the Mortgagee for the protection of the lien of this Mortgage or for the collection of any amount due on the instrument which this Mortgage secured or for any preservation of the property mortgaged.

176655

RECORDED September 14th 79 9:25 AM
IN BOOK 33 Page 29
FEES $6.00 [redacted]
[redacted]

IT IS EXPRESSLY AGREED as conditions of this Mortgage, that times of payment and performance are of the essence thereof; that the Mortgagor will keep the land and buildings and improvements and landscaping and grounds in good condition and will neither commit nor permit waste on the premises nor demolish or remove therefrom any building without the written consent of the Mortgagee and will keep the premises free from all claims for liens thereon; that upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any Court of competent jurisdiction, upon application of the Mortgagee, or the purchaser at such sale, shall, as provided by law, at once and without notice to the Mortgagor or any other person, appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of rents, issues and profits to keep the premises in good repair and condition and to pay all taxes, assessments, and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep the said premises insured in accordance with the provisions of this Mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases; and that this Mortgage and the obligations which it secures shall be construed and give effect in accordance with the laws of the State of Wyoming

Failure to exercise any right, power or option herein granted to the Mortgagee howsoever often shall not constitute a waiver thereof and shall not estop the Mortgagee from exercising any such right, power or option at any time or upon any subsequent default of the Mortgagor. All rights and remedies given or reserved to the Mortgagee herein shall be cumulative and may be exercised contemporaneously but the exercise of one or more such rights or remedies shall not exclude or prevent the exercise of other rights or remedies or be a waiver thereof.

All covenants, promises, undertakings, agreements, rights, powers, privileges, benefits, obligations and remedies imposed upon or granted or reserved unto the said parties by this instrument shall respectively extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of said parties.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

D ted: _____, 1979

_____
V. L. Looney

_____
Patricia E. Looney

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by V. L. Looney and Patricia E. Looney this 22nd day of November, 1979.
Witness my hand and official Seal.

My Commission Expires: _____

S E A L

_____
Notary Public

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

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S 1 Recorded Feb 22 19 301

MORTGAGE DEED—FORM NO. 4½

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

David R. Milenoff and Lucy B. Milenoff, husband and wife

Box 12, Pinedale, WY 82941

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of **

Twenty Nine Thousand Nine Hundred Twenty Eight and 93/100-------Dollars, due July 2, 1982

with interest from ~~XXXXXXXXXXXXXXXX~~ at the rate of ~~XXXXXXXXXXXXXXXX~~ per cent per annum payable Monthly annually

evidenced by a promissory note, of even date herewith,

David R. Milenoff and Lucy B. Milenoff, husband and wife do hereby mortgage to

MILES HOMES DIVISION OF INSILCO CORPORATION-4500 Lyndale Avenue North, Minneapolis, Minnesota 55412

mortgagee, of New Haven County, State of Connecticut the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Parcel No. Thirty-one (31) Big Country Ranches Third Filing as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND CONDITIONS OF RECORD.

Principal sum of $29,928.93 shall be paid by paying interest only in monthly installments of $195.23 per month commencing on October 1, 1979 and continuing on the 1st day of each and every month thereafter except that on the 2nd day of July, 1982, a final payment consisting of the entire principal balance together with any unpaid interest shall be due in full.

**This mortgage is given to secure the obligations under the Retail Installment Contract dated June 1, 1979 executed by the said Mortgagors to the said Mortgagee and all references to a note are amended accordingly.

176674

RECORDED [illegible]
IN BOOK [illegible]
FILED [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty Nine Thousand Nine Hundred Twenty Eigh Dollars & 93/10 during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee or their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including Six Hundred and -0/100---------- Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 6th day of July A. D. 19 79.

In the presence of TWO WITNESSES:

X Ellen L Wampler

X [illegible]

X David R. Milenoff
David R. Milenoff

X Lucy B. Milenoff
Lucy B. Milenoff

[redacted] [redacted] [redacted]

OPEN END FEATURE: In addition to this mortgage standing as security for the performance of the provisions hereof and the payment of the note, this mortgage shall stand as security for any and and all future advances made by the holder of said note to the Mortgagor in any amount so that the total principal herein does not exceed $45,000.00, and the holder of the note and Mortgagee herein is hereby given authority to make any such additional advances to Mortgagor herein upon request of the Mortgagor, or either of them, and such additional advances shall be secured as the original obligation herein evidenced by the note. Such limitation upon the total amount of principal shall not be considered as limiting the amount secured hereby when advanced to protect and preserve the security intended to be given by this mortgage.

Drafted By: MILES HOMES DIVISION OF INSILCO CORPORATION
4500 Lyndale Avenue North
Minneapolis, Minnesota 55412

MORTGAGE DEED

FROM

DAVID R. MILENOFF, ET UX

TO

MILES HOMES DIVISION OF INSILCO CORPORATION

THE STATE OF WYOMING }
County of ..... } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

My Commission Expires:

Witness my hand and official seal.

Signature

Title of Officer

State of }
County of } ss.

The foregoing instrument was acknowledged before me by

this day of 19

57

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-24-78)

Position 5

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DAVID A. ROSSI and VICKI M. ROSSI,
husband and wife,
residing in Pinedale, Sublette County, Wyoming, whose post office address is
P. O. Box 311, Pinedale, Wyoming, 82941,
herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
8/17/79	$38,100.00	9%	9/17/2012

This instrument shall secure the recapture of any interest credit or susidy involving the loan evidenced by the note which may be granted to the borrower by the Government pursuant to 42 U.S.C. 1490A.

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette:

A tract of land located in the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 20 and the $NW\frac{1}{4}NW\frac{1}{4}$ of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point which is S. 51°00'E., a distance of 298.6 feet from the SW Corner of said Section 20, said point also being a point on the North right-of-way of the Cora-Pinedale County Road;
thence from point of beginning N. 3°14'51.5"W., a distance of288.47 feet; thence S. 89°56'W., a distance of 215.80 feet; thence S. 00°04'E., a distance of 100 feet along the West section line to the Southwest Corner of said Section 20; thence S. 00°39'W., a distance of 44.0 feet along the West section line of said Section 29 to the intersection with the said North right-of-way line; thence Southeasterly, 274 feet along the said right-of-way line being the arc of a curve to the right to the point of beginning; containing 1.00 acre, more or less.

[redacted] [redacted] [redacted]

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-24-78)

Position 5

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DAVID A. ROSSI and VICKI M. ROSSI, husband and wife, residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 311, Pinedale, Wyoming, 82941, herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820 , Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
8/17/79	$38,100.00	9%	9/17/2012

This instrument shall secure the recapture of any interest credit or susidy involving the loan evidenced by the note which may be granted to the borrower by the Government pursuant to 42 U.S.C. 1490A.

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette:

A tract of land located in the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 20 and the $NW\frac{1}{4}NW\frac{1}{4}$ of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point which is S. 51°00'E., a distance of 298.6 feet from the SW Corner of said Section 20, said point also being a point on the North right-of-way of the Cora-Pinedale County Road;
thence from point of beginning N. 3°14'51.5"W., a distance of288.47 feet; thence S. 89°56'W., a distance of 215.80 feet; thence S. 00°04'E., a distance of 100 feet along the West section line to the Southwest Corner of said Section 20; thence S. 00°39'W., a distance of 44.0 feet along the west section line of said Section 29 to the intersection with the said North right-of-way line; thence Southeasterly, 274 feet along the said right-of-way line being the arc of a curve to the right to the point of beginning; containing 1.00 acre, more or less.

SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) T[redacted]en due all taxes, liens, judgments, encu[redacted]s, and assessments lawfully attaching to [redacted]ed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of [redacted]rrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

Release-1 BC 15 Rel @ Pg 415

FC

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Box 820, Casper, Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction, to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 17th day of September, 19 79.

176684

FILED Sept 17 1979 at 10:22 o'clock A.M.
Book 33 Misc. PAGE 87
Sublette County Clerk
By Deputy

David A. Rossi

Vicki M. Rossi

ACKNOWLEDGEMENT

STATE OF WYOMING }
} ss:
COUNTY OF Sublette }

The foregoing instrument was acknowledged before me by David A. Rossi and Vicki M. Rossi, this 17th day of September, 19 79.

Witness my hand and official seal.

Lenore Owen - Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

(SEAL)

Lenore E. Owen
Notary Public

My Commission expires: 4/22/82

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE H[redacted]HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARK LEE HAHN and LINDA J. HAHN, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Six thousand and no/100 ---------- Dollars, due monthly with interest from date at the rate of fourteen per cent per annum, payable monthly ~~ANNUALLY~~ evidenced by one(1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Number Forteen(14) Sage Ranch Addition #1 to the Town of Marbleton, Sublette County, Wyoming.

176717

filed Sept. 11 A.D. 1979 at 4:50 P.M.
Recorded in Book 32 Misc. Page 31
Fee $ 6.00 Sandy Hyde
County Clerk and Ex-Officio Register of Deeds

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Six Thousand and no/100 -------- Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 11th day of September A. D. 19 79.

In the presence of

Mark Lee Hahn

Linda J. Hahn

91

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by MARY LEE BAIN AND LINDA C. HAHN, this 17TH day of SEPTEMBER, 19 77.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: JAN. 10, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE WIL[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FRED VAVOLD and CARMELLA VAVOLD, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of One hundred ninety thousand and no/100 Dollars, due monthly with interest from date at the rate of ten per cent per annum, payable ~~annually~~ evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY Big Piney, Wyoming mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots one (1), two (2), and three (3), Block two (2), Triangle Addition to the town of Pinedale, Sublette County, Wyoming together with all buildings and improvements situated thereon or appurtenant thereto.

176719

RECORDED Sept 18 1979 at 4:30 P.
IN BOOK 32 Mtg
FEES $4.50
Recorded by Ann Evans

The mortgagor s agree s to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $190,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 17th day of September A. D. 19 79.

In the presence of

Fred Vavold

Carmella Vavold

93 Released BK 16 Rel Pg. 620

State of Wyoming)
County of Sublette) ss.

The foregoing instrument was acknowledged before me by Fred Vavold, Carmella Vavold,

this 11th day of September, 1979.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
County of) ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted]76755 [redacted] [redacted]

RECORDED Sept 21 1979 10:22 A.M.
IN BOOK 32 Misc PAGE 25
FEES $ 4.00 Verna J. Hyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy Barbara B. Evans

STATE OF WYOMING
FHA Form 2196 m
(Rev June 1972)

This form is used in connection with mortgages insured under the one to four family provisions of the National Housing Act

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Donald L. Gragert and Karen G. Gragert, husband and wife herein designated as Mortgagor, of P.O. Box 67 Big Piney, Wyoming 83113, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Six Thousand Dollars and No/100----------Dollars ($ 46,000.00), with interest at the rate of Ten per centum (10.000 %) per annum as evidenced by a promissory note of even date herewith to the order of Provident Federal Savings & Loan Association of Casper Post Office Box 1850 Casper, Wyoming 82602, a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Four Hundred Three Dollars and 69/100----------Dollars ($ 403.69), commending on the first day of October 1, 1979, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September 1, 2009, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

That part of the SE¼SE¼ of Section 10 and the NE¼NE¼ of Section 15, Township 30 North, Range 110 West, Sublette County, Wyoming being part of that tract of record in the Office of Sublette County filed on 23 March 1976 described as follows:

Beginning at the southeast corner of said Section 10 where found a 2" galvanized steel pipe with brass cap marked "T 30N R110W S10 / S11 / S15 / S14 1968";
thence N.00°01'36"W., the base bearing for this survey, 922.59 feet along the east line of said Section 10 to the Northeast corner of said tract of record; thence S.67°08'54"W., 512.28 feet along the north line of said tract of record to a point;
thence S.00°01.5'E., 922.59 feet to a point;
thence N.67°08.5'E., 512.28 feet to the corner of beginning.

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth(1/12)of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

Released BK. 14 Rel. @ Pg. 430

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard or insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the Mortgagor shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclo[redacted] the happening of any default, it shall [redacted] eby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said Karen G. Gragert wife of the said Donald L. Gragert upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set my hand(s) this 5th day of September, 19 79.

In the presence of--

Donald L. Gragert

Karen G. Gragert

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 5th day of September, 1979, before me personally appeared Donald L. Gragert and Karen G. Gragert, husband and wife of P.O. Box 67 Big Piney Wyoming 83113 to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and official seal, this 5th day of September, A.D. 1979

[SEAL] [illegible] Notary Public
County of Teton
My Commission [illegible]

My commission expires October 6, 1979

Notary Public

STATE OF WYOMING }
COUNTY OF } ss:

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

97

98

MORTGAGE DEED—FORM NO. 41

THE MILLER COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HARVEY GRAHAM and NANCY GRAHAM, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of One Hundred Ten Thousand and no/100 ---------- Dollars, due 12/31/79 with interest from date at the rate of twelve per cent per annum, payable S/P ~~annually~~ evidenced by one(1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) of Block Eighteen (18), Marbleton Townsite as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

1768-P

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 110,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 10th day of September A. D. 1979

In the presence of

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Harvey T. Graham, Nancy A. Graham

this 10th day of September, 19 79.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

100

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LANCE M. SHAFFER and BARBARA J. SHAFFER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Seventy Thousand and no/100 ---------- Dollars, due

with interest from date at the rate of 14 per cent per annum, payable S/P annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

E½NW¼NE¼ Section 32, Township 33 North, Range 108 West of the 6th Principal Meridian, Wyoming, containing 20 acres, more or less, together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record

176918

RECORDED Sept 20 1979 2:44 PM
IN BOOK 32 Misc PAGE 100
FEES $ 4.00
SUBLETTE COUNTY CLERK PINEDALE WYOMING
Barbara Shaffer

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Seventy thousand and no/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 20th day of September A. D. 1979.

In the presence of

State of Wyoming)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by LARRY V. SHARPP

this 20th day of September, 19 79.

Witness my hand and official seal.

ANITA V. SWARTZ — Notary Public

Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
County of) ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page .

County Clerk and Ex-Officio Register of Deeds.

By
Deputy Clerk

No. Fees, $

GP-168378 20 06-CAS

MORTGAGE
(Participation)

(AND RELEASE OF HOMESTEAD)

This mortgage made and entered into this day of
19 , by and between James nmn Kleyman and Rebecca Lynn Buros-Kleyman, husband and wife
(hereinafter referred to as mortgagor) and

The Jackson State Bank (hereinafter referred to as
mortgagee), who maintains an office and place of business at Jackson, Wyoming.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Sublette ,
State of Wyoming :

Lot 7, Highland View Estates, Sublette County, Wyoming

1769 12

(Pinedale, Wyoming)

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated
in the principal sum of $20,000.00; 12% interest , signed by James nmn Kleyman and Rebecca Lynn Buros Kleyman
in behalf of Quaker Stove West, Jackson, Wyoming.

WYOMING FORM 4120 (1-73) PREVIOUS EDITIONS ARE OBSOLETE

Mor Bk 12 Pg 39

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the 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 said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In 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, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property 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 mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the 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.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the 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. This instrument shall operate as an assignment of any rentals on said property to that extent.

[redacted] [redacted] [redacted]

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisement.*

6. In the event the 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 the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the 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. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory 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, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective 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.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

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

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at P. O. Box 1102, Jackson, Wyoming 83001
and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at P. O. Box 1788, Jackson, Wyoming 83001.

11. Mortgagors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

James nmn Kleyman

Rebecca Lynn Buros-Kleyman

Executed and delivered in the presence of the following witnesses:

.....

.....

(Add Appropriate Acknowledgment)

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 20th day of September, 1979, before me personally appeared James nmn Kleyman and Rebecca Lynn Buros-Kleyman, husband and wife, and to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal this 20th day of September, 19 79.

Notary Public

My commission expires May 17, 1980.

MORTGAGE

TO

[redacted]

RECORDING DATA

RETURN TO:

[redacted]

Name .....

Address .....

.....

SUPPLEMENT TO REAL ESTATE MORTGAGE FOR WYOMING

THIS AGREEMENT, made on the 15th day of Sept., 1971,

between BAR CROSS LAND & LIVESTOCK CO., and A WYOMING CORPORATION, (hereinafter called "Borrower"), and the UNITED STATES OF AMERICA, acting through the Farmers Home Administration (hereinafter called the "Government"),

WITNESSETH THAT:

WHEREAS, on the 2nd day of June, 19 73, the Borrower executed and delivered to the Government a real estate mortgage for Wyoming, (hereinafter called "security instrument"), which appears of record in Book 30 Mtgs, Page 217, of records of Sublette County, WY, said security instrument was given to secure a loan made or insured by the Government; and

WHEREAS, an error was made in the preparation of the security instrument in that the due date of the final installment of the Promissory Note was erroneously stated to be January 1, 1995 rather than June 2, 1995; and

WHEREAS, the parties desire to amend said security instrument so as to set forth the true date of the final installment of the Promissory Note to be June 2, 1995 and so as to reflect the true intent of the parties thereto;

NOW, THEREFORE, IT is agreed between the parties hereto that said security instrument shall be corrected in particular by changing the due date of final installment of the Promissory Note from January 1, 1965 to June 2, 1995.

It is agreed between the parties hereto that said security instrument is in all respects to be and remain in full force and effect as above modified and supplemented.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above written.

JOHN P. BARLOW, PRESIDENT
BAR CROSS LAND & LIVESTOCK COMPANY

Lorraine P. Barlow
Secretary

UNITED STATES OF AMERICA

By _____
County Supervisor
Farmers Home Administration
U. S. Department of Agriculture

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,

_____, this _____ day of _____, 19___.

Witness my hand and official seal.

(S E A L)

Notary Public

My commission expires: _____

176949

RECORDED at 2 o'clock P.M.
BOOK 32 Mtg
Lorraine P. Barlow
COUNTY CLERK
PAGE 106
Deputy

Partial Rel 15th 12pg 502
Released BK 13 RLS. pg. 431

CORPORATE ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF Teton)

On this 20th day of September, 19 79, before me appeared John Perry Barlow -Elaine P. Barlow, to me personally known, who being by me duly sworn (or affirmed) did say he is the President - Secretary of Bar Cross Land & Livestock Co. Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President & Sectretary acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notary seal, this 20th day of September, 1979.

Laura L. Wilson
LAURA L. WILSON Notary Public

(S E A L)

My commission expires: 1-30-83

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF Teton)

On this 20th day of September, 19 79, before me, the subscriber, a Notary Public in and for the above County and State, appeared Jon C. Jones, known to me to be County Supervisor, Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Jackson, WY, the day and year aforesaid.

Laura L. Wilson
LAURA L. WILSON Notary Public

(S E A L)

My commission expires: 1-30-83

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

SKINNER BROTHERS, INC., A Wyoming Corporation,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Eleven Thousand and No/100 - -($11,000.00) - - - - - Dollars, due 9/19/83 with interest from 9/15/79 at the rate of twelve(12%) per cent per annum, payable included in payment annually evidenced by one promissory note, of even date herewith, payable in 4 annual payments of $3,575.00

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land bounded and described by the following traverse, to-wit:

Commencing at the Northwest Corner of the SW¼SE¼ of Section 2, Township 35 North, Range 109 West of the 6th P. M., from which proceed South a distance of 450 feet to the initial point of this traverse;
Thence proceeding South from said initial point a distance of 150 feet to a point;
thence proceed East 150 feet to a point;
thence proceed North 150 feet to a point;
thence proceed West 150 feet to said initial point;
Together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

176963

Filed for record this 15th day of Sept A.D. 1979 at 2:00 o'clock P.M.
and recorded in Book 3 of Mtg on page 444
COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
Marcella M. Olson

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 15th day of September A. D. 19 79.

In the presence of

SEAL

ATTEST:

Marcella M. Olson
Secretary

SKINNER BROTHERS, INC.
A Wyoming Corporation,

By Courtney S. Skinner
President

Rel'd)

Rel'd Bk 13 pg 64

108

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Courtney J. Skinner, as President, and Monte B Skinner, as Secretary of Skinner Brothers, Inc., A Wyoming Corporation, this 6th day of September, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: June 4, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19 ... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

MORTGA[redacted]D—F RM NO. 4½ [redacted] [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT S. GARRETT, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twenty Thousand and no/100 ($20,000.00) Dollars, due 10/15/99 with interest from 10/15/79 at the rate of 10 per cent per annum, payable monthly annually evidenced by one promissory note, of even date herewith, payable in 120 monthly amortized payments of $264.31

do hereby mortgage to S. K. Garrett and Frances Garrett

mortgagee, whose address is P.O. Box 1668, Wenatchee, Washington 98801

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 6 and 7, Block 2, Jones Addition to the Town of Pinedale, Wyoming;

Together with all improvements and appurtenances thereunto appertaining.

176926

RECORDED [illegible] 19 [illegible]
IN BOOK [illegible]

The mortgagor agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee s, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee S may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 3 day of Oct. A. D. 19 79.

In the presence of

Robert S. Garrett

ROBERT S. GARRETT

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert S. Garrett ,

, ,

this 3rd day of October , 1979.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: My Commission expires March 2, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE

THIS MORTGAGE is made this 10th day of September, 1979, between the Mortgagor, Sam D. and Jennifer Clark (herein "Borrower"), and the Mortgagee, Western Farm Bureau Service Company, Inc., a corporation organized and existing under the laws of Wyoming, whose address is 406 South 21st Laramie, Wyoming 82070 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen thousand, seven hundred fifty and no/100********** Dollars, which indebtedness is evidenced by Borrower's note dated September 10, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 20, 1986;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

N½ NE¼ NW¼ Section 4, Township 36 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming

17201

Oct 9 1979 9:00 A.M.
32 Tilly
25 Four) Yuk
112
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Wanda Williams

which has the address of Hoback Ranches
P.O. Box 2529 [Street] Jackson [City],
Wyoming 83001 (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Release BK 2 Blue Page 214

1/2

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law, Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Sam D. Clark —Borrower

Jennifer Clark —Borrower

STATE OF WYOMING, ... County ss:

The foregoing instrument was acknowledged before me this 5th day of July, 1979 by
(date)

Sam D. Clark and Jennifer Clark
(person acknowledging)

My Commission expires: July 23, 1981

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGA[redacted]—FORM NO. 4½ [redacted] THE [redacted] CHEYENNE, WYOMING 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CURTIS E. YOUNG, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand and No/100 - -($12,000.00) - - - - - Dollars, due 9/21/99 with interest from 9/21/81 at the rate of ten(10%) per cent per annum, payable annually evidenced by one promissory note, of even date herewith, payable on or before 20 years from date;

do hereby mortgage to

JOAN M. YOUNG, a single woman,

mortgagee, whose address is Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit: A tract of land in the NE¼, Sec. 11, T. 33 N., R. 109 W., 6th P.M. and described as: Beginning at a point located on the east line of said Sec. 11, S.00°05'W., a distance of 418.00 feet, from the northeast corner of said Sec. 11; thence continuing S.00°05'W., along the section line 899.31 ft. to a point; thence N.89°55'W., 418 ft. to a point; thence N00°05'02"E., 896.03 ft. to a point; thence N.89°38'E., 418.00 ft. to the point of beginning, containing 8.61 acres, more or less; AND a tract of land located in the NE¼NE¼ of Sec. 11, T.33N., R.109W., of the 6th P.M., Sublette County, Wyoming, more particularly described as follows: Beginning at a point which is located N.89°04'15"W., a distance of 418.00 ft. and S. 00°05'00"W., a distance of 251.52 ft. from the NE corner of said Sec. 11; thence from said point of beginning S. 00° 05'00"W., a distance of 166.48 ft.; thence S. 00°05'10"W., a distance of 890.05 ft. to a point on the centerline of a right of way; thence N.79°31' 38"W., along the centerline of said right of way a distance of 0.53 ft. to a point on a curve to the right having a central angle of 80°27'13" and a radius of 308.95; thence along the arc of said curve a distance of 433.46 ft. along the centerline of the right of way to a point of tangency; thence continuing along said right of way N. 00°51'35"E., a distance of 582.82 ft. to a point on a curve to the right having a central angle of 63°37'59" and a radius of 80.59 ft.; thence along the arc of said curve a distance of 89.50 ft. along the centerline of the right of way; thence continuing along said right of way centerline N. 64°29'34"E., a distance of 118.52 ft. to a point on a curve to the left having a central angle of 57°05'37" and a radius of 55.14; thence continuing along the arc of said curve a distance of 54.95 ft. along the centerline of said right of way; thence East a distance of 62.33 ft. to point of beginning. Said tract contains 5.32 acres. TOGETHER WITH all buildings, fences and improvements situated thereon or appurtenant thereto, all water and water rights, ditch and ditch* (Description cont. on back)

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee her legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 2 day of October A. D. 19 79.

In the presence of

SUBJECT TO existing mortgages of record.

Curtis E. Young

17705-1

RECORDED [illegible] 116

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Curtis E. Young

this 15th day of October, 1979.

Witness my hand and official seal.

Dan Tuguleur
County of
Sublette
Notary Public
State of
Wyoming
My Commission Expires Dec. 13 1982

Signature
Notary Public
Title of Officer

My Commission Expires:

*Description, continued from front:
rights, reservoir and reservoir rights situated thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, to provisions of U.S. patents, and SUBJECT FURTHER to all mineral reservations and exceptions of record; and SUBJECT FURTHER to all easements and rights of way of record or in actual use.

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ..... } ss.

This instrument was filed for record at ..... o'clock ..... M., on the ..... day of ..... A. D. 19.... and duly recorded in Book ..... on Page .....

County Clerk and Ex-Officio Register of Deeds.

By ..... Deputy Clerk

No. ..... Fees, $.....

[redacted] [redacted]

Checked by: Jud[illegible] Coleman
LN #02-67-26 [redacted]
October 12, [redacted]

STATE OF WYOMING
FHA Form 2196 m
(Rev. June 1972)

This form is used in connection with mortgages insured under the one to four family provisions of the National Housing Act

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That
RONALD R. CHAPIN and CHERYL CHAPIN, husband and wife
herein designated as Mortgagor, of NHN Fifth Street, Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of SIXTY THOUSAND AND NO/100---------- Dollars
as --60,000.00-- with interest at the rate of --TEN AND ONE-HALF-- per centum
(--10 1/2--) per annum as evidenced by a promissory note of even date herewith to the order of

THE LOMAS AND NETTLETON COMPANY

a corporation organized and existing under the laws of the state of Connecticut
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments
of FIVE HUNDRED FORTY NINE AND NO/100---------- Dollars
as --549.00-- commencing on the first day of December, 1979
and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 2009. Mortgagor hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 15, SAGE RANCH NO. 1 ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING

177126

RECORDED [illegible] - 1978 [illegible] M
BOOK [illegible]
FEES $ [illegible]
COUNTY CLERK

including all buildings and improvements thereon or that may be hereafter erected thereon, together with the 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 [illegible] to or used in connection with said premises.

The Mortgagor hereby relinquishes and waives all rights [illegible] by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully [illegible] said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the [illegible] and premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate the full amount of the mortgage insurance premium one month prior to its due date the annual mortgage insurance premium, in order to pay such premium to the Secretary of Housing and Urban Development, pursuant to the National Housing Act and applicable Regulations thereunder; or

(ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby, all as estimated by the Mortgagee, less all sums already paid therefor, divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

Rlsd. BK 19 Rel. pg. 352 10/14/98
Assigned BK. 48 mtg Pg. 12

(c) All payments mentioned in the two preceding subsections of this paragraph 2 that the Mortgagor is obligated to make under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagor shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under a foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee, to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within [blank] from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the [blank] time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above described premises, at public vendue for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with

[illegible] thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

[redacted] foreclosure on the happening of any default, it shall [redacted] hereby be prejudiced in its right of foreclosure [redacted] 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or foreible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said RONALD R. CHAPIN CHERYL CHAPIN wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above described premises.

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands this 12th day of October, 1979.

In the presence of -

RONALD R. CHAPIN

CHERYL CHAPIN

THE STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 12th day of October, 1979, before me personally appeared RONALD R. CHAPIN and CHERYL CHAPIN, husband and wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 12th day of October, A.D. 1979.

SEAL

My commission expires February 6, 1982

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fees $ By Deputy

121 Released BK. 133-576

MORTGAGE DEED—FORM 4½ THE KIRK COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RALPH C. HINER and PATRICIA J. HINER, husband and wife.

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of

Five Thousand and No/100 - -($5,000.00) - - - - - Dollars, due 9/10/87

with interest from 9/10/79 at the rate of ten(10%) per cent per annum, payable monthly ~~annually~~
included in payment
evidenced by one promissory note , of even date herewith, payable at the rate of $75.55
per month, first payment due 10/10/79

do hereby mortgage to

MARGUE A. BALL, a single woman,

mortgagee, whose address is P. O. Box 788
Big Piney, Wyoming 83113

the following described real

estate, situated in the County of Sublette in the State of Wyoming, to wit:

Lot Five (5) Block Two (2) Ball 1-4 Addition to the Town of Marbleton as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record.

177475

FILED
JAN 5
SUBLETTE
COUNTY CLERK

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than None Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee her legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this day of September A. D. 19

In the presence of

Ralph C. Hiner

Patricia J. Hiner

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RAYMOND C. HINER and PATRICIA J. HINER this 1st day of September, 1978.

Witness my hand and official seal.

Notary Public

My commission expires: March 2, 1981



Rlse B. 13, P. 234

123

5-10-86

MORTGAGE DEED—FORM NO. 4½

THE [illegible] COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BURNIE WATERS, a single man,

mortgagor..., of Sublette County, State of Wyoming, to secure the payment of

Fifteen Thousand and No/100 - -($15,000.00) - - - - Dollars, due 10/20/89

with interest from 10/10/79 at the rate of twelve (12%) per cent per annum, payable monthly annually included in payment

evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $215.21, which include interest,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519

Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to wit:

Tracts 15 and 16, Tyler Subdivision as the same appear of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

1772 ✓

RECORDED [illegible] M
BOOK [illegible]
FEES $ [illegible] COUNTY CLERK
[illegible]

The mortgagor agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 10th day of October A. D. 19 79.

In the presence of

Burnie Waters

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Burgess Matters

this 22nd day of October, 1974.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 11/1/77

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at

o'clock M. on the

day of A. D. 19

and duly recorded in Book

on Page .

County Clerk and Ex-Officio Register of Deeds

By
Deputy Clerk

No. Fees, $

124

125 Chad Bk 10 Pg. 58

MORTGAGE DEED—FORM NO. 4-A

THE HILLS COMPANY, SHERIDAN 142434

MORTGAGE

THIS MORTGAGE, made this 17th **day of** October, **19** 79, **between** Chad L. and Lena Rae Allen, husband and wife

of Sublette **County, Wyoming, hereinafter referred to as the "Mortgagor," and**

Fossil Butte National Bank

of Lincoln County, Wyoming, **hereinafter referred to as the "Mortgagee."**

The Mortgagor, for and in consideration of the sum of Twenty-five thousand dollars and no/100-----

($ 25,000.00) **Dollars, lawful money of the United States,** paid to the Mortgagor by **the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain,** sell and convey **to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

Lot 2, Sage Ranch No. 1 Addition to the Town of Marbleton, Sublette County, Wyo.

177250

RECORDED [illegible] 19 [illegible] AM
IN BOOK [illegible]
FEES $ [illegible]

[redacted] [redacted] [redacted]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Twenty-five thousand dollars and no/100---------- ($ 25,000.00) Dollars, together with interest thereon at the rate of sixteen per cent (16.00 %) per annum from October 17, 19 79, until paid, according to the conditions of a certain promissory note, dated October 17, 1979, 19 __, the ultimate maturity date of which is October 17, 19 80, which promissory note was executed and delivered by

Chad L. and Lena Rae Allen, husband and wife

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Twenty-five thousand dollars and no/100---------- ($ 25,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of ten days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

X Chad L. Allen

X Lena Rae Allen

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this 17th day of October, 19 79, before me personally appeared

Chad L. and Lena Rae Allen, husband and wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: March 12, 1983

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

MORTGAG[redacted]D—FORM NO. 4½ [redacted] THE [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CHARLES B. PORTER and ELFREDA PORTER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

-- ---------Nineteen Thousand and no/100 ---------- Dollars, due in 119 monthly installments of 295.01 principal and interest, with adj. on final pymt.

with interest from date at the rate of fourteen per cent per annum, payable annually

evidenced by one(1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots One(1), two(2), three(3), twenty-three(23) and twenty-four(24), Block 14, Marbleton, together with all buildings, improvements and appurtenances thereon or anywise appertaining

ATTACH

[redacted] 1979 [redacted] M
[redacted] BOOK [redacted] PAGE [redacted]
FEES $[redacted] COUNTY CLERK
SUBLETTE [redacted] DALE, WYOMING

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Nineteen thousand and no/100 -- Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 5th day of October A. D. 19 79

In the presence of

18 Released BK. 14 Rel. @ pg. 593

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Charles B. and Elranda Porter,

this 9th day of October, 19[illegible].

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: March 16, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19.

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds

By Deputy Clerk

No.

Fees, $

MORTGA[redacted]D—FORM NO. 4[redacted] [redacted] THE P[redacted]HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CECIL E. SKORZ and FERN R. SKORZ, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

----------Twenty Thousand and no/100 ---------- Dollars, due

with interest from date at the rate of fourteen per cent per annum, payable S/P ~~annually~~

evidenced by one(1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

LOT 1

ALSADE NO. 2 SUBDIVISION
being part of the SW¼SW¼ of Section 20 and the NW¼NW¼ of Section 29 and NE¼NE¼ of Section 30, T30N, R111W, Sublette County, Wyoming.

RECORDED [illegible] M
[illegible]
[illegible] COUNTY CLERK
[illegible], WYOMING

The mortgagor S agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty-Thousand and no/100 -----Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 5th day of October A. D. 19 79.

In the presence of

130

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Charles F. Porter, Elfreda Porter, this 9th day of October, 19 79.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: March 16, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19, and duly recorded in Book on Page.

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted] MORTGAGE DEED—FORM NO. 4[redacted] [redacted] THE P[redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Mack W. Rawhouser and Ruth H. Rawhouser, husband and wife

rtgagors of Sublette County, State of Wyoming, to secure the payment of

Thirty-three thousand and 00/100 Dollars, due Jan 30, 1980

interest from date at the rate of 14 per cent per annum, payable maturity annually

lenced by a promissory note, of even date herewith,

do hereby mortgage to

State Bank of Big Piney

gee, whose address is Big Piney, Wyoming 83113

the following described real

te, situated in the County of Sublette, in the State of Wyoming, to-wit:

t part of Lot 5 of the Antelope Flats Subdivision within the SE¼ SE¼ Section 12, T30N, R112W, Sublette County, Wyoming said Subdivision of cord in the Office of the Clerk of Sublette County .

ginning at the northwest corner of said Lot 5 coincident with the nterline of a roadway:
nce S 02 degrees 32' 25" E, 243 feet along the said centerline identical th the west line of said Lot 5;
ence S87 degrees 11' 36" E, 300.00 feet:
nce N02 degrees 32' 25" W, 243.00 feet to an intersection withthe north e of said Lot 5:
ence N87 degrees 11' 36" W, 300.00 feet along said north line to the ner of Beginning:
ompassing an area of 1.67 acres more or less.

177325

RECORDED [illegible] 19[illegible] [illegible]M
Book [illegible] of [illegible]
Page [illegible] Fee $[illegible]
[illegible] CLERK

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises keep the buildings thereon insured in a sum not less than $3,000.00 Dollars g the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay axes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay xes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby d, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and d property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and sure, including reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

ed this 22 day of October A. D. 19 79.

presence of

Mack W. Rawhouser

Ruth H. Rawhouser

132

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Mack W. Rawhouser
Kathol Rawhouser,
22nd day of October, 1979.

Witness my hand and official seal.

Signature

Title of Officer

Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees, $

MORTGAG[redacted]—FORM NO. 4[redacted] [redacted] THE-[redacted] 1413-2

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HAROLD L. BRAUSE and MARIJEAN BRAUSE, Husband and Wife

Big Piney, Wyoming 83113

rtgagor S , of Sublette County, State of Wyoming , to secure the payment of
Thirty Thousand and no/100---------- Dollars, due 1/15/80
h interest from date at the rate of fourteen per cent per annum, payable S/P annually
enced by promissory note , of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

tgagee, whose address is Big Piney, Wyoming 83113

the following described real

te, situated in the County of Sublette , in the State of Wyoming, to-wit:

Lots Five (5) and Six (6) Block Fifty-one (51) Marbleton Townsite as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

RECORDED [illegible] 1979 [illegible] M
133
CLERK

e mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises
o keep the buildings thereon insured in a sum not less than $30,000.00 Dollars
ng the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay
taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay
taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby
ed, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon,
y part of such principal or interest, when the same shall become due, or in case default shall be made in any of the cove-
s and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and pay-
and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and
id property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and
losure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

ated this 16 day of October A. D. 19 79.

e presence of

[signature]

133 Rec'd 2:12 11/16 53

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Harold L. Brause, Marijean Brause

this 16th day of October, 19 79.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

Commission Expires: September 1, 1931

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

Escrow or L[redacted]

WHEN RECORDED MAIL TO:
JON P. HARWARD, ESQ.
1901 So. Bascom Ave., #905
Campbell, CA 95008

7353

[redacted] [redacted]

RECORDED Dec. 24, 1979 11:30 AM
IN BOOK 32 Misc
FEE $ 6.00 Stan J Gale
COUNTY CLERK
By Deputy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(This Deed of Trust contains an acceleration clause)

This DEED OF TRUST, made this 18th day of JULY, 1979, between

BEN J. BOSCHETTO, JR.,

herein called TRUSTOR,

whose address is 17685 Racoon Court, Morgan Hill, California
(Number and Street) (City) (State)

THE TITLE GUARANTY COMPANY OF WYOMING, INC., a Wyoming corporation, herein called TRUSTEE, and

JACK H. MEILI, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the unincorporated area of Sublette County, State of Wyoming, described as:

The Portion of the S. 1/2 NW. 1/4 NW. 1/4 of the Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming, lying east of the easterly line of the right-of-way of U.S. Highway 187.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner of way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of $ 26,250.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

All those provisions contained in Exhibit "A" are incorporated herein by reference.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinbefore set forth.

STATE OF CALIFORNIA
COUNTY OF
SANTA CLARA } ss.

Signature of Trustor

BEN J. BOSCHETTO, JR.

On JULY 18, 1979

before me, the undersigned, a Notary Public in and for said State, personally appeared Ben J. Boschetto, Jr.

known to me to be the person ____ whose name is subscribed to the within instrument and acknowledged that he executed the same

WITNESS my hand and official seal.

Signature

TERRELL S. ROOT
Name (Typed or Printed)

OFFICIAL SEAL
TERRELL S. ROOT
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires April 25, 1983

(This area for official notarial seal)

135- Misc Bk. 2 pg 532

A To protect the security of this Deed of Trust, Trustor agrees

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in an defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matter or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuances of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO: THE TITLE GUARANTY COMPANY OF WYOMING, INC., A Wyoming Corporation

The undersigned is the legal owner and holder of the note or notes and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

DO not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST

WITH POWER OF SALE

[redacted] [redacted] [redacted]

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 11-7-77)

Position 2

CORRECTIVE

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DAVID A. ROSSI and VICKI M. ROSSI

husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 311, Pinedale, Wyoming 82941,

herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
9/17/79	$38,100.00	9%	9/17/2012

This instrument shall secure the recapture of any interest credit or subsidy involving the loan evidenced by the note which may be granted to the Borrower by the Government pursuant to 42 U.S.C. 1490A.

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, a Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note, but when the note is held by an insured holder this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette

tract of land located in the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 20 and the $NW\frac{1}{4}NW\frac{1}{4}$ of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point which is S. 51°00'E., a distance of 298.6 feet from the SW Corner of said Section 20, said point also being a point on the North right-of-way of the Cora-Pinedale County Road;
thence from point of beginning N. 3°14'51.5"W., a distance of 288.47 feet; thence S. 89°56'W., a distance of 215.80 feet; thence S. 00°04'E., a distance of 100 feet along the West section line to the SW Corner of said Section 20; thence S. 00°39'W., a distance of 44.0 feet along the west section line of said Section 29 to the intersection with the said North right-of-way line; thence Southeasterly, 274 feet along the said right-of-way line being the arc of a curve to the right to the point of beginning; containing 1.00 acre, more or less.

Released Bk. 15 Rel. @ Pg. 415

138

SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

177384

RECORDED ... 19 ... M
... 137
... COUNTY CLERK
...

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To [redacted]en due all taxes, liens, judgments, etc. [redacted] and assessments lawfully attaching to [redacted] against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner, comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfactions, and no unsecured holder shall have any rights, title, or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in a sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, Box 820, Casper, Wyoming 82601, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said lands and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep in full force all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand and seal, this 17th day of September, 19 79.

David A. Rossi

Vicki M. Rossi

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by David A. Rossi and Vicki M. Rossi, this 26th day of October, 19 79.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission expires: 4/22/80

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MILL[redacted]RIDGAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID EDGAR CARNEY and MARGARET ANN CARNEY, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eighteen Thousand and no/100 ($18,000.00) - - - - Dollars, due

with interest from at the rate of 9 per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to PAUL DITTON, a single person,

mortgagee, whose address is Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 7, Block 7; Lot 12, Block 10 of the Town of Boulder, Sublette County, Wyoming, as the same appears of record in the office of the Sublette County Clerk;
TOGETHER WITH all improvements and appurtenacnes thereto appertaining;
SUBJECT TO reservations and restrictions of record or in use;
SUBJECT TO easements and rights of way of record or in use.

1774-4

Oct 24 '79 3:00 P.M.
32 1179
141
Lincoln Co. Wyo.
by Dorothy M. Thurman

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than market value ~~Dollars~~ during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee his legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable ~~Dollars, as~~ attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 24th day of ~~September~~ October A. D. 19 79.

In the presence of

David Edgar Carney
DAVID EDGAR CARNEY

Margaret Ann Carney
MARGARET ANN CARNEY

141 Release Bk. 15 Rel. @ pg. 237

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by David Edgar Carney, and Margaret Ann Carney, this 29th day of September, 1979.

Witness my hand and official seal.

Signature

Title of Officer

My Commission expires March 22, 1983
My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of _____ } ss.

This instrument was filed for record at _____ o'clock ____ M., on the _____ day of _____ A. D. 19____ and duly recorded in Book _____ on Page _____

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $ _____

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MILL[redacted]RIDIAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD D. WILSON and NAN C. WILSON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Forty-six Thousand and No/100 - -($46,000.00) - - Dollars, due 10/16/80 with interest from 10/16/79 at the rate of fourteen (14%) per cent per annum, payable at maturity evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

PARCEL NO. 1 That part of Lot 3, Section 4, Township 33 North, Range 109 West, 6th P. M., Wyoming, more particularly described as follows: Beginning at a point on the East line of Lot 3, 50 feet South of the North East Corner of Lot 3, Section 4, T. 33 N., R. 109 W., 6th P. M.; thence westerly 166 feet in a line parallel to the North line of said Lot 3; thence southeasterly 260 feet to a point on the East line of said Lot 3; thence in a northerly direction to the point of beginning.

PARCEL NO. 2: Lots 1, 2, 3, 4, 5, Block 1 of the Jones Addition to the Town of Pinedale, Sublette County, Wyoming

Together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

177413

Dec 27 ... 11 4:30 P.
[illegible]
Recorded ... Abstracted ... Indexed

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 16th day of October A. D. 1979.

In the presence of

Richard D. Wilson

Nan C. Wilson

Rlse Book 13, Page 117

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard D. Wilson and Nan C. Wilson, this 16th day of October, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MIL[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DARRELL and CAROL COPELAND, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty Thousand and No/100 - -($30,000.00) - - - - Dollars, due 10/20/89 with interest from 10/17/79 at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $430.42 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 9, 10 and 11, Block 5, Original Townsite of Big Piney, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

177413

Oct 24
3:5 Mtg
6th Fee } Gale

79 4132
145
COUNTY CLERK
Wyoming

Sublette County Wyoming

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 17th day of October A. D. 19 79.

In the presence of

Darrell Copeland

Carol Copeland

145 Misc Bk 12 Pg 512

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Darrell Copeland and Carol Copeland,

this day of October, 19 79.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: January 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the day of A. D. 19

and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MILL[redacted]EDIAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS SHERMAN HEYDT, JR. and LOUANN TOMASSI HEYDT, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Fourteen Thousand and No/100 - -($14,000.00) - - - Dollars, due 10/20/89 with interest from 10/23/79 at the rate of fourteen(14%) per cent per annum, payable monthly ~~annually~~ included in payment evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $217.78 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 33 North, Range 111 West, 6th P. M., Sublette County, Wyoming: Section 2: $E\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$, and $SE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$;

and

Lot One (1) of the Alsade Third Subdivision, Sublette County, Wyoming, as the same appears of record in the office of the County Clerk, Sublette County, Wyoming;
Together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

177421

Oct 24
33 Wyo
4:30 P.M.
147
COUNTY CLERK
By Deputy

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 23rd day of October A. D. 19 79.

In the presence of

Thomas Sherman Heydt Jr.
Thomas Sherman Heydt, Jr.

Released Bk 10 Mtg Rec Pg 642
Rel Bk 11 p 124

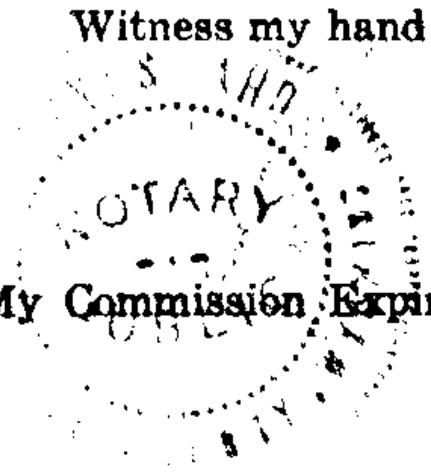
Louann Tomassi Heydt

147

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Thomas Sherman Heydt, Jr., and Louann Tomassi Heydt, this ____ day of October, 19 79.

Witness my hand and official seal.



Signature
Notary Public
Title of Officer

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of _____

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of _____, A. D. 19 ____ and duly recorded in Book _____ on Page _____.

_____
County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $ _____

MORTGAG[redacted]—FORM NO. 4-A [redacted] THE HILLS COMPAN[redacted]2484

MORTGAGE

THIS MORTGAGE, made this 31st **day of** October, 19 79, **between**
Charles R. Henderson and Emilia I. Henderson, husband and wife; Olga M. Radosevich, a single person; and Rose Hong, a single person
of Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagor," and**
the Rock Springs National Bank, a United States banking corporation, doing business at 333 Broadway, P.O. Box 880,
of Rock Springs, Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagee."**

The Mortgagor, for and in consideration of the sum of Fifteen Thousand and no/100----------

---

($ 15,000.00---**) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sweetwater **County, Wyoming:**

Lots numbered One (1), Two (2) and Three (3), in Block numbered Three (3), of the Cooley Second Addition to the Town of Pinedale, Sublette County, Wyoming, as said lots are laid down and described on the official plat of said addition, duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon

177436

[redacted]

Released BK. 14 Rel. @ pg. 622

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of *Fifteen Thousand and no/100*----------

($*15,000.00*----) Dollars, together with interest thereon at the rate of----------*eleven*----------per cent (*11**---%) per annum from *October 31*, 19*79*, until paid, according to the conditions of *one* promissory note, dated *October 31*, 19*79*, the ultimate maturity date of which is *October 30*, 19*89*, which promissory note was executed and delivered by *Charles R. Henderson and Emilia I. Henderson, husband and wife; Olga M Radosevich, a single person; and Rose Hong, a single person, payable at the rate of Two Hundred Six and 63/100 ($206.63) Dollars per month, interest & principal, beginning November 30, 1979*

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than *Fifteen Thousand and no/100*----------

($*15,000.00*----) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of *ten (10)* days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

**ANNUAL PERCENTAGE RATE 11%*

[redacted] [redacted] [redacted]

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Charles R. Henderson

Emilia I. Henderson

Olga M. Radosevich

Rose Hong

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of *SWEETWATER* } ss.

On this *31st* day of *October*, 19*79*, before me personally appeared

Charles R. Henderson and Emilia I. Henderson, husband and wife; Olga M. Radosevich, a single person, and Rose Hong, a single person,

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that *they* executed the same as *their* free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: *July 21, 1983*

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYO. ING }
Cou y of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

STATE OF WYOMING }
y of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly

rn, did say that he is the of

and that the seal affixed to said instrument is

corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority

Board of Directors, and said

acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

Released BK 13 RLS PG 613 152

MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS, That:

COUNTY OF MIDLAND

THIS MORTGAGE made and entered into this 17th day of October, 1979, by and between,

Read & Stevens, Inc., a New Mexico corporation
(hereinafter called "Mortgagor"),
Suite 314, Security National Bank Building
P. O. Box 1518
Roswell, New Mexico 88201

which Mortgagor for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid to Mortgagor by

First National Bank of Midland
(hereinafter called "Bank"),
P. O. Box 1599
Midland, Texas 79702

and for the further consideration of the debt hereinafter mentioned does hereby GRANT, BARGAIN, SELL, CONVEY and MORTGAGE unto the Bank the following described properties, rights, and interests situated in Weld County, Colorado; Clark County, Kansas; Chaves, Eddy, Lea and Roosevelt Counties, New Mexico; McKinzie County, North Dakota; Campbell and Converse Counties, Wyoming.

All of Mortgagor's rights, titles and interests in and to all and singular:

(a) Those oil and gas and oil, gas and mineral leases (or undivided interests therein) and properties which are described and/or to which reference is made in Exhibit "A" attached hereto and made a part hereof for all purposes;

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to (i) the properties now or hereafter pooled or unitized with any of the properties described in or conveyed by this Mortgage; (ii) all presently existing or future unitization, communitization and pooling agreements and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction) which are described or referred to in this Mortgage or which embrace or relate to any of the properties, rights and interests described or referred to in this Mortgage or to the production of oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate and all other liquid hydrocarbons (hereinafter collectively called "Hydrocarbons") and any other minerals from said properties; (iii) all operating agreements, contracts and other agreements described or referred to in this Mortgage or which relate to any of the properties or interests described or referred to herein or to the production, sale, purchase, exchange

177467

This instrument prepared by: S. B. Christy IV
Attorney at Law
P. O. Box 1180
Roswell, New Mexico
88201

RECORDED Nov 1 1979 8:00 A M
IN BOOK 32 PAGE 152
FEES $38 Lou J Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stein

[redacted] [redacted] [redacted]

or processing of Hydrocarbons or other minerals from or attributable to such properties or interests; and (iv) the properties described in or covered by this Mortgage even though the Mortgagor's interests in said properties be incorrectly described in, or a description of a part or all of such interests be omitted from, this Mortgage;

(c) All the tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the properties, rights, titles, interests and estates described or referred to in subparagraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Mortgagor, including without limitation any and all property, real or personal, now owned or hereafter acquired and situated upon, and used, held for use, or useful in connection with the operating, working or developing of any of such properties (excluding drilling rigs, trucks, automotive equipment or other personal property taken to the premises for the purpose of drilling of wells or for other similar temporary uses) and including any and all petroleum and/or natural gas wells, buildings, structures, field separators and liquid extractors, plant compressors, pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes, and all additions, substitutes, replacements for, accessions and attachments to any and all of the foregoing properties;

(d) Any property that may from time to time hereafter by delivery or by writing of any kind, be subjected to the lien hereof by Mortgagor or by anyone acting in behalf of Mortgagor;

(e) All rights, titles and interests now owned or hereafter acquired by the Mortgagor in and to all Hydrocarbons and other minerals in or under and that may be extracted or produced from the properties described in or covered by this Mortgage and/or accruing or attributable to such properties, including oil in tanks; and all the rents, issues, profits, proceeds, products, revenues and other income of the properties, rights and interests subjected or required to be subjected to the lien of this Mortgage; and

(f) All the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by the Mortgagor in and to such properties, rights, titles, interests and estates and every part and parcel thereof, including without limitation said properties, rights, titles, interests and estates as the same shall be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of said properties, rights, titles, interests or estates are subject, or otherwise; any and all renewals and extensions of any of said properties, rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to said properties, rights, titles, interests or estates.

(g) The oil and gas and oil, gas and mineral leases (or undivided interests therein), the oil and gas mineral interests, overriding royalties and production payment interests which are described and/or referred

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to in the instruments (and their exhibits) which instruments are described and/or referred to in Exhibit "B" attached hereto and made a part hereof for all purposes.

Each and all of the above described interests and properties are hereinafter collectively called the "Mortgaged Properties".

TO HAVE AND TO HOLD the Mortgaged Properties unto the Bank and its successors and assigns forever to secure the payment of the Indebtedness (as hereinafter defined) and to secure the performance of the covenants, agreements and obligations of the Mortgagor herein contained.

I.

Indebtedness

This Mortgage is executed and delivered by Mortgagor to provide ratable security for the enforcement and satisfaction of the Indebtedness described below:

(a) That certain promissory note (the "Note") of even date herewith by Mortgagor payable to the order of Bank in the original principal amount of $ 5,000,000.00 together with interest thereon as therein provided payable on or before twenty-nine months (29) months after the date thereof and containing usual and customary provisions for acceleration of maturity and attorney's or collection fee clauses, hereinafter called the "Note".

(b) The indebtedness evidenced by said Note in the principal amount and with interest, collection and attorney's fees, all as provided therein; all renewals, rearrangements or extensions of said Note, in whole or in part; any sums which may be advanced or paid by Bank under the terms hereof on account of the failure of Mortgagor to comply with the covenants of Mortgagor contained herein; and all other indebtedness of Mortgagor arising pursuant to the provisions of this Mortgage.

(c) Any additional loans made by Bank to Mortgagor. It is contemplated that Bank may lend additional sums to Mortgagor from time to time, but shall not be obligated to do so, and Mortgagor agrees that any such additional loans shall be secured by this Mortgage. Additional loans made under this subparagraph shall never exceed the principal sum of $10,000,000.00 and all such additional sums shall have been made prior to January 1, 1985.

(d) The outstanding present balance (principal and interest) of the following promissory notes heretofore made by Mortgagor and payable to the order of the Bank, to-wit:

(i) Promissory note dated September 1, 1978, in the original principal amount of $2,500,000.00.

(ii) Promissory note dated September 18, 1978, in the original principal amount of $500,000.00.

(iii) Promissory note dated March 1, 1979, in the original principal amount of $1,290,000.00.

(iv) Promissory note dated June 18, 1979, in the original principal amount of $200,000.00.

(v) Promissory note dated June 30, 1979, in the original principal amount of $400,000.00.

(vi) Promissory note dated July 24, 1979, in the original principal amount of $150,000.00.

(e) Any and all other indebtedness, obligations and liabilities of any kind of Mortgagor to the Bank, now or hereafter existing, arising directly between the Mortgagor and the Bank or acquired outright, as a participation, conditionally or as collateral security from another by the Bank, absolute or contingent, joint and/or several, secured or unsecured, due or not due, arising by operation of law or otherwise, or direct or indirect, including indebtedness, obligations and liabilities to the Bank of the Mortgagor as a member of any partnership, syndicate, association or other group, and whether incurred by the Mortgagor as principal, surety, endorser, guarantor, accommodation party or otherwise; provided, however, the aggregate of the Indebtedness, including interest, attorney fees and costs, shall never exceed the sum of $15,000,000.00.

The term "Indebtedness" as used herein shall mean and include the above described Note and all other indebtedness described, referred to or mentioned in subparagraphs (a) to (d), inclusive of this Section I.

II.

Representations and Warranties

Mortgagor hereby represents, warrants and covenants as follows:

(a) The Mortgagor has good and marketable title to and is possessed of the Mortgaged Properties; the Mortgaged Properties are free of any and all liens or encumbrances of any kind or nature except those specified herein; the Mortgagor has full power and lawful authority to bargain, grant, sell, mortgage, assign, transfer and convey all the Mortgaged Properties in the manner and form aforesaid; all rental and royalties due and payable under the petroleum, natural gas and/or mineral leases have been duly paid or provided for and all of said leases are in full force and effect.

(b) Mortgagor will warrant and defend the title to the Mortgaged Properties against the claims and demands of all other persons whomsoever and will maintain and preserve the lien created hereby so long as any of the Indebtedness secured hereby remains unpaid. Should an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Properties, the Mortgagor agrees it will immediately defend against such adverse claim or take appropriate action to remove such cloud at the Mortgagor's cost and expense, and the Mortgagor further agrees if in the reasonable judgment of the Bank, Mortgagor is not so defending and taking action, that the Bank may take such action as it deems advisable to protect and preserve its interests in the Mortgaged Properties, and in such event the Mortgagor will indemnify the Bank against any and all costs, reasonable attorney's fees and other expenses which it may incur in defending against any such adverse claim or taking action to remove any such cloud.

(c) This Mortgage is, and always will be kept, a direct first lien upon the Mortgaged Properties and the Mortgagor will not create or suffer to be created or permit to exist any lien or charge prior or junior to or on a parity with this Mortgage upon the Mortgaged Properties or any part thereof or upon the rents, issues, revenues, profits and other income therefrom, and the Mortgagor will from time to time pay or cause to be paid as they become due and payable all taxes, assessments and governmental charges lawfully levied or assessed upon the Mortgaged Properties or any part thereof, or upon or arising from any of the rents, issues, revenues, profits and other income from the Mortgaged Properties, or incident to or in connection with the production of Hydrocarbons or other minerals therefrom, or the operation and development thereof.

(d) Mortgagor will at its own expense do or cause to be done all things necessary to preserve and keep in full repair, working order and efficiency all the Mortgaged Properties, including, without limiting the generality of the foregoing, all equipment, machinery and facilities, and from time to time will make all the needful and proper repairs, renewals and replacements so that at all times the state and condition of the Mortgaged Properties shall be fully preserved and maintained.

(e) Mortgagor will promptly pay and discharge all rentals, delay rentals, royalties and indebtedness accruing under, and perform or cause to be performed each and every act, matter or thing required by, each and all of the assignments, deeds, leases, subleases, contracts and agreements described or referred to herein or affecting the Mortgagor's interests in the Mortgaged Properties, and will do all other things necessary to keep unimpaired the Mortgagor's rights with respect thereto and prevent any forfeiture thereof or default thereunder. Mortgagor will operate the Mortgaged Properties, or will cause the Mortgaged Properties to be operated, in a careful and efficient manner in accordance with the practices of the industry and in compliance with all applicable proration and conservation laws of the jurisdiction in which the Mortgaged Properties are situated, and all applicable laws, rules and regulations of every other agency and authority from time to time constituted to regulate the development and operation of the Mortgaged Properties and the production and sale of Hydrocarbons and other minerals therefrom. Mortgagor will do or cause to be done such development work as may be reasonably necessary to the prudent and economical operation of the Mortgaged Properties in accordance with the most approved practices of operators in the industry, including all to be done that may be appropriate to protect from diminution the productive capacity of the Mortgaged Properties and each producing well thereon including, without limitation, cleaning out and reconditioning each well from time to time, plugging and completing at a different level each such well, drilling a substitute well to conform to changed spacing regulations and to protect the Mortgaged Properties against drainage whenever and as often as is necessary.

(f) Mortgagor will keep adequately insured by insurers of recognized responsibility, all of the Mortgaged Properties of an insurable nature and of a character usually insured by persons engaged in the same or similar business, against all risks customarily insured against by such persons. The Mortgagor will maintain liability insurance against claims for personal injury or death or property damage suffered by members of the public or others in or about the Mortgaged Properties or occurring by reason of Mortgagor's ownership, maintenance, use or operation of any plants, shops, machinery, automobiles, trucks or other vehicles, or other facilities on or in connection with the Mortgaged

Properties; and maintain all such workmen's compensation or similar insurance as may be required under the laws of any jurisdiction in which any of the Mortgaged Properties may be situated. All such liability and workmen's compensation insurance shall be maintained in such amounts as is usually carried by persons engaged in the same or similar business and shall be effected under a valid and enforceable policy or policies issued by insurers of recognized responsibility. All of such insurance, including the character, coverage, amount and insurers, shall be satisfactory to and approved by Bank. If requested by Bank, the loss payable clauses or provisions in said policy or policies shall be endorsed in favor of and made payable to Bank as its interests may appear. Bank shall have the right to collect, and Mortgagor hereby assigns to Bank, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Mortgaged Properties, and Bank may apply all or any part of the sums so collected, at its election, toward payment of the Indebtedness, whether or not such Indebtedness is then due and payable, in such manner as Bank may elect.

(g) Mortgagor will permit the Bank and the agents of Bank to vi it and inspect any of the Mortgaged Properties, to examine and re roduce the books of account of the Mortgagor and to discuss the affairs, finances or accounts of the Mortgagor, and to be advised as to the same by any officer or employee of Mortgagor, all at such reasonable times or intervals as the Bank may desire.

(h) The Mortgagor agrees to furnish or cause to be furnished to the Bank reports prepared by or for the Mortgagor concerning the productivity and the productive life of all or any wells included in the Mortgaged Properties; the quantity of the Hydrocarbons and other minerals recoverable therefrom; the projected income and expense attributable to the Mortgaged Properties; and the expediency of any change in methods of treatment or operation of all or any well included in the Mortgaged Properties; any new drilling or development; any abandonment or proposed abandonment of any well; any plugging of any well or reopening of same at a different level; any method of repressuring in the field or any other action with respect to the Mortgaged Properties. Mortgagor agrees to furnish Bank within sixty days after the end of each calendar month a report showing for such calendar month the gross proceeds of the sale of Hydrocarbons and other minerals from the Mortgaged Properties, the quantities so sold, the taxes deducted from or paid out of such proceeds, the number of wells operated, drilled and abandoned and such other information as the Bank may reasonably request.

(i) Mortgagor will promptly upon demand by Bank pay all costs and expenses heretofore or hereafter incurred by Bank for legal services rendered to it in connection with the making and documenting of the initial or any future loan to Mortgagor secured in whole or in part by the lien hereof and/or in connection with the enforcement of any of the Bank's rights hereunder.

(j) Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or desirable or as may be reasonably requested by the Bank to carry out more effectively the purposes of this Mortgage and subject to the lien created hereby any properties, rights and interests covered or intended to be covered hereby.

(k) Mortgagor will duly and punctually pay the principal of and interest on all of the Indebtedness as the same shall become due and payable.

(l) Mortgagor will maintain its corporate existence and will maintain and procure all necessary franchises and permits to the end that Mortgagor shall be and continue a corporation in good standing in the State of New Mexico with full power and authority to own and operate the Mortgaged Properties as contemplated herein until this Mortgage shall have been fully satisfied.

(m) If any tax is levied or assessed against the Indebtedness described herein or any part thereof, or against this Mortgage, or against the Bank with respect to said Indebtedness or any part thereof or this Mortgage, Mortgagor shall promptly pay the same.

III.

Events of Default

1. If any of the following (herein called "Events of Default") shall occur:

(a) default shall be made in the payment, in whole or in part, of any of the Indebtedness or any installment thereof as and when the same shall become due and payable;

(b) any warranty or representation made in this Mortgage, or in any loan agreement or other instrument executed by Mortgagor in connection with or as security for any of the Indebtedness, shall be breached, or prove to be untrue, in any material respect; or default or breach shall be made in the due performance of any material covenant, warranty or agreement of the Mortgagor in this Mortgage, or in any loan agreement or other instrument executed by Mortgagor in connection with or as security for any of the Indebtedness;

(c) Mortgagor shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of all or a substantial part of its assets; be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due; make a general assignment for the benefit of creditors; file a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law; file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceedings; or an order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of the Mortgagor or appointing a receiver, trustee, or liquidator of the Mortgagor or of all or a substantial part of the assets of the Mortgagor, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days;

the Bank may, by thirty (30) days prior written notice mailed to the Mortgagor, postage prepaid, addressed to the Mortgagor at its address set forth in the recitals hereof or at such other address as the Mortgagor may furnish to the Bank in writing, declare the entire unpaid principal of and the interest accrued on the Note and all other of the Indebtedness, in whole or part, to be immediately due and payable without further notice, demand or presentment (which are hereby waived) and upon such declaration the same shall become and be immediately due and payable. All costs and expenses (including attorney's fees as specified in the Note) incurred by the Bank in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by the Mortgagor and shall draw interest at the rate of 18% per annum, and shall constitute a portion of the indebtedness secured hereby and shall have the benefit of the lien hereby created.

2. If the Note or any of the Indebtedness shall become due and payable and the Mortgagor shall not promptly pay the same, the Bank may at its option proceed by suit or suits at law or in equity to enforce the payment of the Indebtedness in accordance with the terms hereof and of the Note, to foreclose the lien of this Mortgage as against all or any portion of the Mortgaged Properties and to have said properties sold under the judgment or decree of any court or courts of competent jurisdiction. Upon commencement of judicial proceedings to protect and enforce the rights of Bank, the said Bank, as a matter of right and without regard to the sufficiency of the security and without any showing of insolvency, fraud or mismanagement on the part of Mortgagor, shall be entitled to the appointment (immediately and without notice to Mortgagor, which notice is hereby waived) of a receiver or receivers of the Mortgaged Properties and to the income, rents, issues and profits thereof pending such proceedings with such powers as the court making such appointment shall confer, and Mortgagor in the event of institution of any such suit as herein provided consents to the appointment of such receiver or receivers as may be nominated by Bank. Bank or any affiliate or nominee thereof may be a purchaser or purchasers of the Mortgaged Properties or of any part thereof, at any sale thereof, upon any foreclosure of the lien hereof, and Bank or its affiliate or nominee so purchasing shall upon such purchase acquire good title to the Mortgaged Properties free of the lien of these presents.

Any sale made pursuant to judicial proceedings shall operate to divest all right, title, interest, claim and demand whatsoever, either in law or in equity of Mortgagor in and to the properties sold and shall be a perpetual bar both at law and in equity against Mortgagor, its successors and assigns against any and all persons claiming or to claim the properties sold or any part thereof from, through or under Mortgagor. If the laws of the state in which the applicable Mortgaged Properties is situated affords to Mortgagor a right of redemption in the event of foreclosure and sale hereunder, then to the extent the laws of such state permit a waiver, a diminution or lessering of all or any part of such period, such redemption period is hereby shortened and decreased to the shortest period permitted by such laws. Pursuant to 39-5-19, N.M.S.A. (1978), the redemption period of the Mortgaged Properties situated in the State of New Mexico is shortened to one (1) month.

3. If the Note or any of the Indebtedness shall become due and payable and shall not be promptly paid, the Bank shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the sale of the Mortgaged Properties

under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Properties under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. The Mortgagor agrees to the full extent that it lawfully may, that, in case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, the Bank shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Properties in the possession of the Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude the Mortgagor, its successors or assigns, and all persons claiming under the Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Bank may use, administer, manage, operate and control the Mortgaged Properties and conduct the business thereof to the same extent as the Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of the Mortgagor, in the name, place and stead of the Mortgagor, or otherwise as the Bank shall deem best.

4. Every right, power and remedy herein given to the Bank shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Bank, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by the Bank in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

5. Any sale or sales of the Mortgaged Properties or any part thereof shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, its successors and assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor, its successors or assigns; and the Mortgagor, if requested by the Bank so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold. The proceeds of any sale of the Mortgaged Properties or any part thereof and all other monies received by the Bank in any proceedings for the enforcement hereof, whose application has not elsewhere herein been specifically provided for, shall be applied first, to the payment of all expenses and costs (including attorney and collection fees) incurred by the Bank incident to the enforcement of this Mortgage, the Note or any of the Indebtedness (including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees and legal fees), and to the payment of all other charges, expenses, liabilities and advances incurred or made by the Bank under this Mortgage or in executing any trust or power hereunder; and then to payment of the Note and the Indebtedness in such order and manner as Bank may elect. The Bank may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Indebtedness

secured hereby, in whole or in part, and in such portions and in such order as may seem best to the Bank in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or liens created by this Mortgage. The Mortgagor agrees, to the full extent that it may lawfully so agree, that it will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Properties or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for itself and all who may claim through or under it, so far as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws. The Mortgagor, for itself and all who may claim through or under it, waives, to the extent that it may lawfully do so, any and all right to have the property included in the Mortgaged Properties marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the Mortgaged Properties as an entirety. If any law referred to herein and now in force, of which the Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

IV.

Assignment of Production

1. Mortgagor, to additionally secure said Indebtedness, effective as of the Effective Date at 7:00 A.M., Mountain Daylight Time, has assigned, transferred, and conveyed, and does hereby assign, transfer and convey unto the Bank, its successors and assigns, all of said Hydrocarbons and all products obtained or processed therefrom, and the revenues and proceeds now and hereafter attributable to said Hydrocarbons and said products. Said Hydrocarbons and products are to be delivered into pipelines connected with the Mortgaged Properties, or to the purchaser thereof, to the credit of said Bank, free and clear of all taxes, charges, costs and expenses; and all said revenues and proceeds shall be paid direct to Bank, at the main offices of the Bank at the address hereinabove shown, with no duty or obligation of any party paying the same to inquire into the right of Bank to receive the same, what application is made thereof, or as to any other matter. Mortgagor agrees to perform all such acts and to execute all such further assignments, transfers and division orders, and other instruments as may be required or desired by Bank or any party in order to have said proceeds and revenues so paid to Bank. The Bank is fully authorized to receive and receipt for said revenues and proceeds; to indorse and cash any and all checks and drafts payable to the order of Mortgagor or Bank for the account of Mortgagor received from or in connection with said revenues or proceeds and apply the proceeds thereof to the payment of the Indebtedness, when received, regardless of the maturity of any of the Indebtedness, or any installment thereof; and to execute transfer and division orders in the name of Mortgagor, or otherwise, with warranties binding Mortgagor. The Bank shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but shall have the right, at its election, in the name of

Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Bank in order to collect such funds and to protect the interests of the Bank and/or Mortgagor, with all costs, expenses, and reasonable attorney's fees incurred in connection therewith being paid by Mortgagor. The Mortgagor hereby agrees to indemnify the Bank against all claims, actions, liabilities, judgments, costs, charges and attorney's fees made against or incurred by them or either of them, based on the assertion that they have had and received funds from the production of Hydrocarbons claimed by third persons either before or after the payment in full of the Indebtedness. The Bank shall have the right to defend against any such claims, actions and judgments, employing its attorneys therefor, and if it is not furnished with reasonable indemnity, it shall have the right to compromise and adjust any such claims, actions and judgments. The Mortgagor agrees to indemnify and pay to the Bank any and all such claims, judgments, costs, charges and reasonable attorney's fees as may be paid in any judgment, release or discharge thereof or as may be adjudged against it.

2. To further secure said Indebtedness, Mortgagor hereby grants to Bank a security interest in all of Mortgagor's rights, titles and interests in and to the Mortgaged Properties insofar as such Mortgaged Properties consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code of the state in which the applicable portion of the Mortgaged Properties is situated, including the proceeds and products from any and all of such personal property. Upon the happening of any of the Events of Default, Bank is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the Uniform Commercial Code of the state where the applicable Mortgaged Properties is situated, with reference to the personal property and fixtures in which Bank has been granted a security interest herein, or the Bank 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 Bank under any other provision of this instrument or under any other instrument executed in connection with or as security for the notes or any of said Indebtedness.

V.

Miscellaneous

1. If all Indebtedness secured hereby shall be paid, this Mortgage shall become null and void and the Mortgaged Properties shall revert to the Mortgagor, and the Bank shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

2. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Bank in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

3. This instrument may be construed as a mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order to fully effectuate the lien hereof and the purposes and agreements herein set forth.

4. The term "Bank" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Indebtedness secured hereby. The terms used to designate Bank and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

5. This instrument is made with full substitution and subrogation of the Bank and the successors and assigns of the Bank in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Properties or any part thereof.

6. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7. If any of the terms or provisions hereof or of any note or other evidence of the Indebtedness secured hereby is susceptible of being construed as binding or obligating Mortgagor or any other person or concern obligated, either primarily or conditionally, for the payment of any Indebtedness secured hereby, under any circumstance or contingencies whatsoever, to pay interest in excess of that authorized by law, it is agreed that such terms or provisions are a mistake in calculation or wording and, notwithstanding the same, it is expressly agreed that neither Mortgagor nor any other person or concern obligated in any manner on any such Indebtedness shall ever be required or obligated under the terms hereof or under the terms of any such note or other evidence of any of the Indebtedness or otherwise, to pay interest in excess of that authorized by law. It is the intention of the parties hereto to conform strictly to the usury laws of any state which may be held to govern this transaction and any of the aforesaid contracts for interest shall be held to be subject to reduction to the maximum amount allowed under said usury laws of any such state.

8. This instrument is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

EXECUTED on the date first above written to be effective the 1st day of September, 1979, (the "Effective Date").

ATTEST:

John L. Anderson, Secretary

READ & STEVENS, INC.

By _____
Charles B. Read, President

STATE OF TEXAS)
COUNTY OF MIDLAND)

CORPORATE ACKNOWLEDGMENT

Be it remembered, that, I, the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on the date and year set forth at the end of this acknowledgment there personally appeared before me Charles B. Read, being the President of Read & Stevens, Inc., a New Mexico corporation.

(Kansas (Kentucky) (New Mexico)	The foregoing instrument was acknowledged before me this date by such person, President of said corporation, on behalf of the corporation.
(Texas)	Before me on this day personally appeared such person, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the President of said corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.
(Colorado)	The foregoing instrument was acknowledged before me this date by such person, as President of said corporation.
(Wyoming)	The foregoing instrument was acknowledged before me by such person this date.
(North Dakota) (Montana) (South Dakota)	This date before me personally appeared such person, known to me to be President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.
(Utah)	This date personally appeared before me such person, who, being by me duly sworn did say, that he is the President of such corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said person acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Midland, County of Midland, State of Texas, this 17th day of October, 1979.

Carole A. Danes
Notary Public in and for
Midland County, Texas

My Commission Expires:

(NOTARY SEAL)

EXHIBIT "A"

Attached to and made a part of a certain Mortgage, Assignment of Production and Security Agreement from Read & Stevens, Inc., a New Mexico corporation, to First National Bank of Midland, dated October 17, 1979.

There are no properties contained in this Exhibit "A" which are located in the recording district in which this counterpart of the Mortgage is recorded.

The counterpart of the Mortgage which is recorded in the Office of the County Clerk of Eddy County, New Mexico, has attached thereto a complete and entire Exhibit "A".

EXHIBIT "B"
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION
AND SECURITY AGREEMENT,
FROM
READ & STEVENS, INC., A NEW MEXICO CORPORATION,
TO
FIRST NATIONAL BANK OF MIDLAND,
A NATIONAL BANKING CORPORATION,

DATED October 17, 1979

The properties, and interest in properties, heretofore mortgaged by Mortgagor, under and pursuant to the following instruments (the interest of the original mortgagee therein now being owned and held by Mortgagee), as recorded in the indicated records --- which records are incorporated herein by reference --- to-wit:

Instrument	Place of Record (County Clerk's Office)	Book/Page
) Mortgage, dated December 15, 1976, from Read & Stevens, Inc., a Delaware corporation, to First National Bank in Dallas, in the original principal amount of $625,000.00	State of Colorado	
	Jackson County	115/46
	Weld County	785/19-1
	State of Kansas	
	Clark County	65/194
	Hamilton County	79/89
	Rice County	189/100
	State of Kentucky	
	Hopkins County	246/78
	Webster County	103/643
	State of New Mexico	
	Chaves County	333/91
	Eddy County	283/815
	Lea County	329/329
	Roosevelt County	146/517
	San Juan County	778/257
	State of North Dakota	
	McKenzie County	157/110
	State of Texas	
	Nolan County	120/671
	Roberts County	26/157
	Schleicher County	42/391
	State of Wyoming	
	Campbell County	367/286
	Converse County	638/34
	Sheridan County	156/345
Mortgage, dated January 5, 1977, From Read & Stevens, Inc., a Delaware corporation, to First National Bank in Dallas, in the original principal amount of $1,200,000.00	State of New Mexico	
	Chaves County	333/504
	Eddy County	284/349
	Lea County	330/56
	Roosevelt County	146/751
	State of Wyoming	
	Campbell County	365/69

[redacted]	[redacted]		[redacted]
First Supplemental Mortgage and Security Agreement, dated effective July 1, 197[illegible], from Read & Ste[illegible]ens, Inc., a Del[illegible]aware corporation, to First National Bank of Midland, in the original principal amount of $565,000.00	State of New Mexico		
	Chaves County		344/801
	Eddy County		295/1046
	Lea County		352/796
	State of Wyoming		
	Campbell County		428/110
Supplemental Mortgage and Security Agreement No. 2, from Read & Stevens, Inc., a Delaware corporation, to First National Bank of Midland, dated effective July 1, 1978, in supplement of Supplemental Mortgage and Security Agreement No. 1 specified in (10) below	State of New Mexico		
	Chaves County		344/809
	Eddy County		295/1038
	Lea County		352/804
Mortgage, Assignment of Production and Security Agreement, dated November 4, 1977, from Read & Stevens, Inc., a Delaware corporation, to First National Bank in Albuquerque, in the original principal amount of $795,000.00 ($700,000.00 plus $95,000.00)	State of New Mexico		
	Chaves County		339/342
	Eddy County		290/610
	Lea County		342/272
Mortgage, Assignment of Production and Security Agreement, dated December 22, 1977, from Read & Stevens, Inc., a Delaware corporation, to First National Bank in Albuquerque, in the original principal amount of $900,000.00	State of New Mexico		
	Chaves County		340/313
	Eddy County		291/592
	Lea County		344/282
	Roosevelt County		148/943
	State of Wyoming		
	Campbell County		402/508

) **Mortgage, Assignment and Security Agreement, dated December 15, 1976, from Read & Stevens, Inc., a Delaware corporation, to Republic National Bank of Dallas, a national banking corporation, in the original principal amount of $875,000.00**	State of New Mexico	
	Chaves County	333/166
	De Baca County	46/598
	Eddy County	283/946
	Lea County	329/460
	McKinley County	72/824
	Otero County	438/392
	Rio Arriba County	94/584
	Roosevelt County	146/565
	Sandoval County	43/402
	San Juan County	778/291
	Sierra County	31/283
	State of Kansas	
	Clark County	65/260
	Hamilton County	79/105
	Rice County	189/294
	State of Kentucky	
	Hopkins County	246/382
	Webster County	170/34
	State of Montana	
	Big Horn County	13/863
	Carbon County	76/379
	Dawson County	112/570
	Golden Valley County	M/899
	Petroleum County	4/268
	Powder River County	7/973
	Richland County	B98/794
	Rosebud County	53/968
	Stillwater County	85/572
	Sweetgrass County	52/728
	Wibaux County	18/91
	State of North Dakota	
	McKenzie County	157/72
	State of South Dakota	
	Haakon County	141/373
	Jackson County	22/509
	Pennington County	5/2083
Deed of Trust, Assignment and Security Agreement, dated December 15, 1976, from Read & Stevens, Inc., a Delaware corporation to Lowell G. Winkler, Trustee, in the original principal amount of $875,000.00	State of Texas	
	Foard County	38/8
	Nolan County	120/653
	Roberts County	26/135
	Schleicher County	42/360
	Yoakum County	80/167
	State of Utah	
	Grand County	256/579
	Kane County	054/281
	San Juan County	571/530
	Sanpete County	187/529
	Summit County	M88/552
	Uintah County	220/313
	Wasatch County	109/560
	State of Wyoming	
	Campbell County	365/171
	Carbon County	651/413
	Converse County	636/299
	Crook County	152/580
	Johnson County	132/460
	Laramie County	1092/602

[redacted]	[redacted]	[redacted]
	Natrona County	410/222
	Niobrara County	285/481
	Sheridan County	156/52
	Sublette County	28/418
	Sweetwater County	636/315
	Uinta County	329/335
	Washakie County	Filed 1/10/77
	Weston County	55/300
Deed of Trust, Assignment and Security Agreement, dated December 15, 1976, from Read & Stevens, Inc., a Delaware corporation, to Public Trustee, in the original principal amount of $875,000.00	State of Colorado	
	Adams County	2111/658
	Crowley County	217/132
	Elbert County	304/330
	Garfield County	491/635
	Jackson County	115/64
	Larimer County	1740/589
	Lincoln County	297/00645
	Mesa County	1089/895
	Moffat County	419/853
	Otero County	688/88
	Pueblo County	1869/952
	Rio Blanco County	365/339
	Weld County	785-28/1
) Supplemental Mortgage and Security Agreement No. 1, from Read & Stevens, Inc., a Delaware corporation, to First National Bank in Albuquerque, dated effective June 1, 1978, being in supplement of the Mortgage, Assignment of Production and Security Agreement specified in (5) above	State of New Mexico	
	Chaves County	343/821
	Eddy County	295/382
	Lea County	351/567

There is attached to the counterparts of this Exhibit "B" which are to be recorded in various counties in the State of Kentucky, an Appendix reflecting the full legal description of each portion of the properties located in said counties which are described or referred to in the above instruments.

END OF EXHIBIT "B"

170 Rec'd/Rec'd 11 pg. 338

MORTGAGE

THIS MORTGAGE is made this 2nd day of November, 19 79., between the Mortgagor, CURTIS E. YOUNG, a single man (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A.-Kemmerer, a corporation organized and existing under the laws of the United States, whose address is 801 Pine Avenue Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Seven Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 30, 1980;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lot 18, Block 1 of the Amended Redstone Second Addition
to the Town of Pinedale, Sublette County, Wyoming.

1751

Filed for record this 2nd day of Nov. A.D. 1979 at 10:00 A.M. and recorded in Book 170 of Misc. on page 338
Dorothy Williams
County Clerk

which has the address of [Street] Pinedale [City],
Wyoming 82941 (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Curtis E. Young
CURTIS E. YOUNG —Borrower

.....
—Borrower

STATE OF WYOMING, Sublette County ss:

10/31/79

The foregoing instrument was acknowledged before me this November 2, 1979 by
(date)

Curtis E. Young, a single man
(person acknowledging)

My Commission expires:

My Commission expires March 27, 1982

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Released Book 12 Page 498 174

VA FORM 26-6348b
OCT 1970
Acceptable to Federal National Mortgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 5th day of November, 1979, THOMAS H. JONES, and SHIRLEY A. JONES aka SHIRLEY ANN JONES, his wife, who, whether one person or more, are herein called MORTGAGOR whose address is Big Piney, Wyo. 83113 P. O. Box 695 hereby MORTGAGES to MORTGAGEE, namely: Administrator of Veterans Affairs, an officer of the United States of America whose address is Veterans Administration, City of Washington, District of Columbia, his successors in office as such with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit: Lots 5 and 7, Little Piney Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; and to Protective Covenants recorded 3/11/74 in Book 29 of Miscellaneous, page 478.

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal sum of Thirty-three Thousand and No/100 - - - - - - - - - - - - - - DOLLARS ($ 33,000.00) with interest at the rate of ten per centum (10 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest being payable in monthly installments of Two Hundred Ninety-nine and 88/100 - - DOLLARS ($ 299.88), commencing on the 1st day of December, 1979, and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of November, 2004. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page
Albany	186	434
Big Horn	262	79
Campbell	173	161A
Carbon	536	358
Converse	447	339
Crook	107	402
Fremont	70	181
Goshen	316	182
Hot Springs	90	70
Johnson	88A-20	37
Lincoln	87	296
Laramie	895	123
Natrona	306	623
Niobrara	242	108
Park	339	1
Platte	142	152
Sheridan	122	179
Sublette	26	91
Sweetwater	350	288
Teton	3	225
Uinta	278	447
Washakie	119	296
Weston	11	394

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

OP 26-888
January 1972

177517

[redacted]

RECORDED November 5, 1979 11:45AM
32 Mtg.
PAGE 174
$4.00 Lois I. Falk
[redacted]

IN WITN[redacted]EOF, the Mortgagor(s) have he[redacted] their hand(s) the day and [redacted] above-written.

Thomas H. Jones

Thomas H. Jones
Mortgagor

Shirley Ann Jones
Mortgagor
Shirley Ann Jones
aka Shirley A. Jones

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 5th day of November, 19 79, before me personally appeared Shirley Ann Jones, for herself and as attorney in fact for Thomas H. Jones, her husband, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that She executed the same as her free act and deed.

Donna E. Sievers Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

Donna E. Sievers
Notary Public

My commission expires on the 22nd day of April, 19 82.

Corrected by 3.2 Mtg Pg 56

173-

MORTGAGE

THIS MORTGAGE is made this 12th day of June, 19 79., between the Mortgagor, s WILLIAM ROBERT TANNER and HELEN TANNER, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A.-Kemmerer, a corporation organized and existing under the laws of the United States, whose address is 801 Pine Avenue Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and no/100----- Dollars, which indebtedness is evidenced by Borrower's note dated June 12, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 9, 1979;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 20 of the Marbleton Townsite, Sublette County, Wyoming.

The North 15 feet of Lot 6, All of Lots 7 and 8, and the South 15 feet of Lot 9, Block 1, Marbleton Townsite, Sublette County, Wyoming.

27752

which has the address of [illegible] Marbleton,
[Street] [City]
Wyoming (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

761 Misc Bk 10 Pg 650

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

WILLIAM ROBERT TANNER —Borrower

HELEN TANNER —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 6/18/79 (date) by William Robert Tanner and Helen Tanner, husband and wife. (person acknowledging)

My Commission expires:

September 1, 1981

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT E. DRAPER and LAWANNA V. DRAPER, husband and wife,

mortgagor S , of Pinedale, Sublette County, State of Wyoming , to secure the payment of FIFTEEN THOUSAND and No/100 - -($15,000.00) - - - - Dollars, due 9/7/80 with interest from 10/29/79 at the rate of fourteen (14%) per cent per annum, payable at maturity ~~annually~~ evidenced by one promissory note , of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real

, situated in the County of Sublette , in the State of Wyoming, to-wit:

Lot Four (4), Hines Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements, all water and water rights, ditch and ditch rights, reservoir and reservoir rights, and all appurtenances thereunto appertaining.
SUBJECT TO restrictions and covenants running with the land on the Hines Addition to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk on June 29, 1978, in Book 34 of Miscellaneous and to Amended Restrictions and Covenants running with the land on the Hines Addition to the Town of Pinedale, Wyo. recorded in the office of the County Clerk on Aug. 15, 1978, in Book 34 of Miscellaneous, page 320; and
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

197539

Nov. 6, 1979 79 3:00 P
32 Mtg.
6.00 Lois J. Yake

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 29th day of October A. D. 19 79

In the presence of

Robert E. Draper

Lawanna V. Draper

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert E. Draper and Lawanna V. Draper, ,

this 29th day of October, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: [illegible]

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page.

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED—FORM NO. 4½

152

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT E. DRAPER and LAWANNA V. DRAPER, husband and wife,

mortgagor S, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Thirty-two Thousand and No/100 - -($32,000.00) - - - Dollars, due 4/7/80 with interest from 10/29/79 at the rate of fourteen (14%) per cent per annum, payable at maturity annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Fourteen (14) Block Five (5) Hennick Second Addition to the Town of Pinedale, Wyoming, together with all improvements and appurtenances thereunto appertaining.

Nov. 6, 79 3:00
32 Mtg.
6.00 Lois J. Yake

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 29th day of October A. D. 19 79.

In the presence of

Robert E. Draper

Lawanna V. Draper

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert E. Draper and Lawanna V. Draper, this 29th day of October, 19 79.

Witness my hand and official seal.

[illegible]
Signature
Notary Public

Title of Officer

My Commission Expires: June 4, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ... } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19 ..., and duly recorded in Book ... on Page ...

... County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

184 Rec'd for Rec 10:13 4 Nov

MORTGAGE DEED—FORM NO. 4½

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT A. NELSON and SANDRA J. NELSON, husband and wife,

mortgagors, of Sublette County, State of Wyoming, to secure the payment of Forty-One Thousand Three Hundred Eighty and 89/00 Dollars, due 1/28/80 with interest from 10/29/79 at the rate of fourteen (14) per cent per annum, payable at maturity ~~annually~~ evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Six (6) Block One (1), Redstone First Addition to the Town of Pinedale, Wyoming as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record;
and
SUBJECT TO protective covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming.

177511

November 6, 79 3:00 P
32 Mtg.
6.00 Lois J. Yake

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 29th day of October A. D. 1979.

In the presence of

Robert A. Nelson
Sandra J. Nelson

[redacted] [redacted] [redacted]

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Robert A. Nelson and _____,
Sandra J. Nelson _____,
this 29th day of October, 1979.

Witness my hand and official seal.

NOTARY PUBLIC SUBLETTE COUNTY WYO.

My Commission Expires: June 4 1982

_____
Signature
Notary Public
Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of _____)

This instrument was filed for record at _____
o'clock _____ M., on the _____
day of _____ A. D. 19____
and duly recorded in Book _____
on Page _____.

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

1563

MORTGAGE DEED—FORM NO. 182 Rec'd Bk 109 pg 454 THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DONNA BRANSON GUTHRIE and JEFFREY SAM GUTHRIE, wife and husband,

mortgagor S, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Fifty-two Thousand and No/100 - -($52,000.00) - - - Dollars, due 1/28/80 with interest from 10/31/79 at the rate of Fourteen (14) per cent per annum, payable at maturity evidenced by One promissory note, of even date herewith,

dc hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 18, B B Village Subdivision as the same appears of record in the office of the County Clerk of Sublette County, Wyoming, Together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions of record; and
SUBJECT TO easements and rights of way of record or in use; and
SUBJECT TO Restrictive Covenants of record as recorded in the office of the County Clerk of Sublette County, Wyoming, in Book 55 of Miscellaneous, page 533.

November 6, 79 3:00 P
32 Mtg.
6.00 Lois J. Yake

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 31st day of October A. D. 19 79.

In the presence of

Donna Branson Guthrie
Donna Branson Guthrie
Jeffrey Sam Guthrie

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Donna Branson Guthrie and Jeffrey Sam Guthrie, ,

this 31st day of October, 19 79.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/83

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

157

188 Rec'd 8/1/79 656

MORTGAGE DEED—FORM NO. 4 THE MILLS COMPANY, CASPER, WY 82602

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

TONY D. HOLMSTEAD and SINDY B. HOLMSTEAD, husband & wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

---Sixty Five Thousand and no/100---------- Dollars, due ten years

with interest from date at the rate of 14 per cent per annum, payable monthly ~~annually~~

evidenced by one (1) promissory note, of even date herewith, 119 monthly payments of

$1,010.00 and adjustment on 120th payment

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is BIG PINEY, WYOMING 83113

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 34 of Meadow Canyon Estates, Sublette County, Wyoming.

177561

Filed for record Nov. 7, 79 8:00 A.M.
Book 32 Mtg.
Fee $6.00 Lois J. Yake
County Clerk

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $65,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 25th day of October A. D. 19 79

In the presence of

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by TONY D. HOLMSTEAD, SINDY B. HOLMSTEAD,

this 25th day of October, 19 79

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

190 Released 12 Mtg Rec Pg 100

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, AMERICAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DONALD G. HAGEMAN

mortgagor, of Sublette County, State of Wyoming, to secure the payment of

------Thirty-four Thousand and no/100 ---------- Dollars, due 10 years

with interest from date at the rate of twelve per cent per annum, payable quarterly

evidenced by one (1) promissory note, of even date herewith,

hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 1, 2, 3, 21 and 22, Block 49, Marbleton Townsite, Sublette County, Wyoming, as the same appears of record on the official plat therefore filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining. Subject to reservations and restrictions contained in United States Patents. Subject to rights of way and easements of record or in use.
Lots Eighteen (18), Nineteen (19) and Twenty(20), Block Forty-nine (49) of the Marbleton Townsite as the same appears of record on the map or plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

November 7, 79 8:00

32 Mtg.

6.00 Lois J. Yake

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Thirty-four thousand and no/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 4th day of October A. D. 1979.

In the presence of

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Donald G. Hageman,

this 4th day of October, 19 79.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED—FORM NO. 4-A

192

THE MILLS COMPANY, SHERIDAN 142434 —2M—1-72

2nd Bk 10 pg 520

MORTGAGE

THIS MORTGAGE, made this second day of May, 19 7[illegible], between

Allen Equipment Company, Inc.

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and

Fossil Butte National Bank

of Lincoln County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Seventy-five thousand Twelve dollars and

no/100-

($ 75,012.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

That part of the NE¼SW¼ of Section 20, Township 30 North, Range 111 West, Sublette County, Wyoming described as follows:

Commencing at a point on the north line of said NE¼SW¼, N.89°00.5'W., 296.82 Feet from the northeast corner of said NE¼SW¼ where found a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY, WYOMING T30N R111W C¼ S20 1976";

thence S. 33°41.5'W., 395.02 Feet to the POINT OF BEGINNING;
thence S.87°00.5'E., 186.35 feet to a point;
thence S.33°42'W., 444.07 feet to a point;
thence N.87°00.5'W., 578.55 feet, more or less, to an intersection with the center line of State Highway 189 on the arc of a curve to the left with a central angle of 15°19' and radius of 859.42 feet;
thence Northeasterly, 450.21 feet, more or less, along said centerline with chord bearing of N.34°59' E., 450.16 feet;
thence S.87°00.5'E., 380.50 feet, more or less, to the POINT OF BEGINNING.

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[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Seventy-five thousand Twelve dollars and no/100---------- ($ 75,012.00) Dollars, together with interest thereon at the rate of Thirteen and one-half per cent (13.50%) per annum from May 2, 1979, 19 , until paid, according to the conditions of certain promissory note, dated May 2, 1979, the ultimate maturity date of which is October 29, 1979, 19 , which promissory note was executed and delivered by

Allen Equipment Company, Inc.

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Seventy-five thousand Twelve dollars and no/100---------- ($ 75,012.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of ten (10) days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

16. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming Statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
} ss.
County of Lincoln

On this second day of May, 19 79, before me personally appeared

Junius and Larry Allen

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that

They executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: January 2, 1983

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
} ss.
County of

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that

executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
} ss.
County of

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said

acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE is made this 5th day of November, 19 79 between the Mortgagor, Lynn L. Williams and Kathleen E. Williams, Husband and Wife, (herein "Borrower"), and the Mortgagee, Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under the laws of United States of America whose address is 821 SAge Ave. Kemmerer, Wyoming 83011 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Three Thousand Five Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 5, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2009;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lot 3 of the South Bench Subdivision, Sublette County, Wyoming, as set out on the Plat recorded May 8, 1979, in Book 35, of Misc., page 307.

177693

RECORDED [illegible]
BOOK 52 Misc
[illegible]

1077 Stat M
PAGE 195
COUNTY CLERK
SUBLETTE COUNTY, WYOMING

which has the address of [redacted] Pinedale,
[Street] [City]
Wyoming 82941 (herein "Property Address").
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

[redacted] [redacted] [redacted]

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The

proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances if no acceleration had occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

* Lynn L. Williams .....
—Borrower

* Kathleen E. Williams .....
—Borrower

STATE OF WYOMING, LIncoln County ss:

The foregoing instrument was acknowledged before me this November 5, 1979 by

Lynn L. and Kathleen E. Williams, Husband and Wife.

.....

My Commission expires:

July 24, 1982

Notary Public

Notary Public
State of Wyoming
Lincoln
My commission expires July 24, 1982

Notary Public

Space Below This Line Reserved For Lender and Recorder

[redacted] [redacted] [redacted]

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE H[redacted]KRIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LAWRENCE H. GILLHAM aka L. H. GILLHAM, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Fifty Thousand Three Hundred and No/100($50,300.00) Dollars, due 2/4/80 with interest from 11/5/79 at the rate of fourteen(14%) per cent per annum, payable at maturity annually evidenced by one promissory note, of even date herewith,

do ~~es~~ hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 1 Block 3 Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 3/28/78, in Book 33 of Miscellaneous, page 678.

177704

Filed for record
this 12 day
of Nov 1979 at 11:00AM
and recorded in Book 199
of Mortgages on page 1
Sublette County Clerk
By Deputy [illegible]

The mortgagor agree~~s~~ to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 5th day of November A. D. 19 79.

the presence of

Lawrence H. Gillham

Rec'd Feb 10 '79 4:29

199

200

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Lawrence H. Gilham,

, ,

this 5th day of November, 19 79.

Witness my hand and official seal.

Signature
Notary Public

Title of Officer

My Commission Expires: June 4 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGA[redacted]—FORM NO. 4½ [redacted] THE [redacted] HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BARNEY G. SNYDER, a single man,

mortgagor, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Twenty Thousand and No/100 - -($20,000.00) - - - - Dollars, due 11/10/94 with interest from 11/1/79 at the rate of twelve (12%) per cent per annum, payable monthly evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $240.04 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 2 of Highland View Estates, a subdivision, as the same appears on the plat and map thereof on file and of record in the office of the County Clerk of Sublette County, Wyoming, TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, and TOGETHER WITH all water and water rights, ditch and ditch rights, reservoir and reservoir rights situate thereon or appurtenant thereto;
BUT SUBJECT, HOWEVER, TO the provisions of United States patents.

3778S

The mortgagor agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 1st day of November A. D. 1979.

In the presence of

Barney Snyder
Barney G. Snyder

201 Pinedale BK 161 Pg 498

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Barney G. Snyder,

this 15th day of November, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/83

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MI[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PATRICK JOHNSON and CORINNE JOHNSON, husband and wife,

mortgagor S, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Thirty-five Thousand Five Hundred and No/100 - - ($35,500.00) Dollars, due 6/2/80 with interest from 11/1/79 at the rate of twelve (12%) per cent per annum, payable at maturity ~~annually~~ evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Seven (7) Rocky Roads Subdivision, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Restrictions Governing Rocky Roads Subdivision recorded in the office of the County Clerk 8/17/78, in Book 34 of Miscellaneous, page 335.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

277[illegible]

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 1st day of November A. D. 19 79.

In t presence of

Patrick Johnson

Corinne Johnson

Misc. Bk 11 Pg. 287

303

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Patrick Johnson and Corinne Johnson, this 15th day of November, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/15/83

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE [redacted] —FORM NO. 4½ [redacted] THE MILLS [redacted] LOAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HENRY RICHARD PHILLIPS, JR. and ELEANOR PHILLIPS, husband and wife,

mortgagor..., of Sublette County, State of Wyoming, to secure the payment of Twenty-eight Thousand and No/100 - -($28,000.00) - Dollars, due 4/24/80 at maturity with interest from 8/28/79 at the rate of twelve (12%) per cent per annum, payable ~~annually~~ evidenced by one promissory note..., of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Two (2) Block One (1) of the Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record;
and
SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 3/28/78, in Book 55 of Miscellaneous at page 678.

1-7249

Filed for record the 28th day of August A.D. 1979 at 11:00 A.M. and recorded in Book 205 of Mtge. on page 536 Fee $6.00 Ruth Ellen Thomas County Clerk and Ex-Officio Register of Deeds

The mortgagorS agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 28th day of August A. D. 19 79.

In the presence of

Henry Richard Phillips, Jr.

Eleanor Phillips

NOTARY PUBLIC

205 Misc Rec pg 537

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Henry Richard Phillips, Jr.

~~and Eleanor Phillips~~,

this 28th day of August, 19 79.

Witness my hand and official seal.

Signature
Notary Public

Title of Officer

My Commission Expires: 1/5/82

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

MORTGA[redacted] —FORM NO. 4½ [redacted] THE M[redacted] BAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PAUL McGUIRE and LaDONNA McGUIRE, husband and wife, and MELVIN McLOUGHLIN and BETTY LOU McLOUGHLIN, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-Five Thousand and No/100 - ($25,000.00)- - Dollars, due 10/20/94 with interest from 10/17/79 at the rate of twelve per cent per annum, payable monthly ~~annually~~ included in payment evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $300.05 which include interest

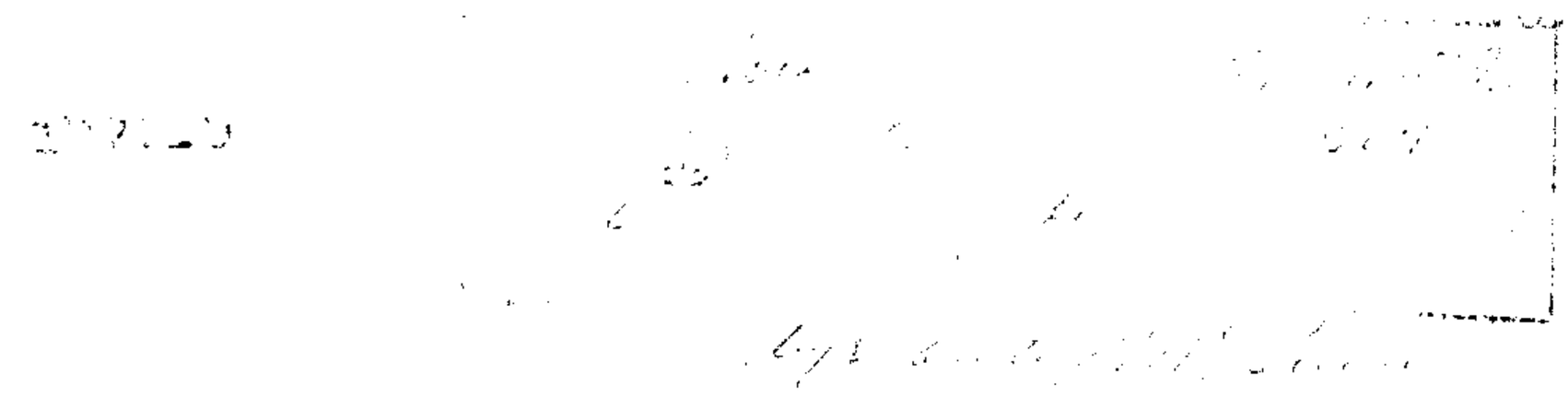
do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519 Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to wit:

A portion of the $NE\frac{1}{4}NE\frac{1}{4}$ of Section 24, T. 37 N., R. 110 West of the 6th P. M., described as follows:
That portion of the $NE\frac{1}{4}NE\frac{1}{4}$, Sec. 24, T. 37 N., R. 110 W. 6th P. M. lying and being situated North of the Green Rivers as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, and East of the County Road as recorded 5/12/57 in Book [illegible] of Misc., page 277; and
The South one-third (1/3) of the $SE\frac{1}{4}SE\frac{1}{4}$, section 13, T. 37 N., R. 110 West of the 6th P. M., Wyoming, EXCEPTING that portion lying Westerly of the centerline of the Green River County Road of record in Book 10 of Misc., page 277.
and EXCEPTING, also, from the above described lands, that portion conveyed by Betty Lou McLoughlin to The State Highway Commission of Wyoming by warranty deed dated November 1, 1976, recorded June 8, 1977 in Book 19 of Deeds, page 265.



The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 17th day of October A. D. 1979.

Paul McGuire
LaDonna McGuire
Melvin McLoughlin
Betty Lou McLoughlin

207 Released BK 13 Rls Pg. 625

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Paul McGuire, LaDonna McGuire, Melvin McLoughlin and Petty Lou McLoughlin,

this 11th day of October, 19 79.

Witness my hand and official seal.

Signature
Notary Public

Title of Officer

My Commission Expires: 1/1/

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock

day of

and duly recorded in Book

on Page

M., on the

A. D. 19

Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MIL[redacted]TRIGAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN S. DICKIE and ROSELLA A. DICKIE, husband and wife,

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Thirty-nine Thousand and No/100 - -($39,000.00) - - Dollars, due 11/20/94 with interest from 11/7/79 at the rate of fourteen (14%) per cent per annum, payable monthly annually included in payment evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $519.38 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 4, 5, 6 and 7, Block 16 of the Marbleton Townsite as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor s shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 7th day of November A. D. 19 79.

In the presence of

John S. Dickie

Rosella A. Dickie

Released BK 14 Rel. of Pg. 592

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John S. Dickie and Rosella A. Dickie,

this 7th day of November, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees $

MORTGAG[redacted] —FORM NO. 4½ [redacted] [redacted] 145374

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN A. ZEBRE,

mortgagor, of Sweetwater County, State of Wyoming, to secure the payment of Th rty Thousand and no/100 ($30,000.00) - - - - - Dollars, due 1/15/1980 with interest from at the rate of NO per cent per annum, payable annually evidenced by one promissory note, of even date herewith, John A. Zebre.

does hereby mortgage to

Jerry William McGee

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 31 North, Range 109 West of the 6th P.M.

Section 20 - S/2 SE/4 SE/4
Section 21 - That portion of Lot 8 lying South of a line which begins at a point 658.35 feet north of the southwest corner of said Lot 8 on the west line of said Lot 8 and which said line bears South 86° East to a point on the east line of said Lot 8.
Section 29 - Lot 1

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

TOGETHER WITH a right of ingress and egress;

BUT SUBJECT HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO outstanding easements and rights of way of record or in actual use, AND SUBJECT FURTHER TO outstanding mineral interests, AND SUBJECT FURTHER TO one-fourth (¼) of the taxes for A.D. 1979.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than NONE Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee his legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 23rd day of October A. D. 19 79

In the presence of

John A Zebre

JOHN A ZEBRE

177769

RECORDED [illegible] 19 [illegible] M
IN BOOK 32 Misc PAGE 211
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.

Released 12 Oct 83 Bk 32 Pg 513

211

2/12

State of WYOMING }
County of } ss.

The foregoing instrument was acknowledged before me by John A. Zebre

this 23rd day of October, 1979.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page .

County Clerk and Ex-officio Register of Deeds.

By

Deputy Clerk

No. Fees, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE HIL[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM ROBERT TANNER and HELEN R. TANNER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Twenty Thousand and no/100 Dollars, due 5 years with interest from date at the rate of thirteen per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY BIG PINEY, WYOMING mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Block 49, Lots 23 and 24, Marbleton Townsite,
Sublette County, Wyoming.

177730

RECORDED [illegible] 1[illegible] M
IN BOOK 32 PAGE 47
FEES $[illegible] COUNTY CLERK
SUBLETTE COUNTY, [illegible] WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $20,000 00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state

Dated this 15th day of November A. D. 19 79.

In the presence of

213 Release Bk 11 pg 500

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William R. Tanner
Rose R. Tanner
this 15th day of November, 19 79.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at
o'clock M., on the day of A. D. 19
and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MI[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FREDRICK J. SAMULSKI, ROSEMARY SAMULSKI, husband and wife

DONALD F. TEGELER, JILL M. TEGELER, husband and wife dba Sublette County Court Club

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

Twenty Thousand and no/100---------- Dollars, due 2/16/80

with interest from date at the rate of 14 per cent per annum, payable S/P annually

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

South Thirty Feet, Lots 2, 3, and 4, Block 1, Feltner Addition to the Town of Pinedale, Sublette County, Wyoming.

RECORDED [illegible] M
IN BOOK [illegible]
FEES $ [illegible]
SUBLETTE [illegible] WYOMING
[illegible] COUNTY CLERK

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $20,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 16th day of October A. D. 19 79.

In the presence of

Fredrick J. Samulski
Rosemary Samulski
Donald F. Tegeler
Jill M. Tegeler
By Tegeler

215 Rec'd Bk 10 @ 9:55 5-5-

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Fredrick J. Samulski, Rosemary Samulski, Donald F. Tegeler, Jill M. Tegeler,

this 16th day of October, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 16, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGA[redacted] —FORM NO. 4[redacted] [redacted] THE [redacted] CRIBAR 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM K. MIZELL and JESSIE R. McINTIRE

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-four Thousand Five Hundred and No/100 -($24,500.00) Dollars, due 11/15/89 with interest from 11/15/79 at the rate of fourteen (14%) per cent per annum, payable monthly ~~annually~~ included in payment evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $380.41 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 1, Block 26, Cooley Fifth Addition to the Town of Pinedale, Wyoming, as the same appears of record on the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO building restrictions of record.

[redacted]

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 15th day of November A. D. 19 79.

In the presence of

William K. Mizell

Jessie R. McIntire

217

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William K. Mizell and Jessie R. McIntire,

this 15th day of November, 19 79.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/83

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGA[redacted]D—FORM NO. 4½ [redacted] [redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DONNA J. KRAUSE now known as DONNA J. SMITH and JOHN A. SMITH, her husband,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Four Thousand Five Hundred and No/100 -($4,500.00)- Dollars, due 12/10/81 with interest from 11/13/79 at the rate of fourteen (14%) per cent per annum, payable monthly included in payment evidenced by one promissory note, of even date herewith, payable in 24 monthly payments of $216.07 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the E½E½ of Section 13, Township 37 North, Range 110 West of the 6th Principal Meridian, Sublette County, Wyoming, more particularly described as follows:
Beginning at a point on the East line of Section 13, said point being located Northerly a distance of 900 feet from the Southeast corner of Section 13; Thence from said point of beginning Westerly perpendicular to the East line of Section 13, approximately 950 feet to a point on the centerline of the Green River Lakes Road; Thence Northeasterly along the centerline of said Road to a point on the East line of Section 13; Thence Southerly alone the East line of Section 13 to the point of beginning.
EXCEPTING all of that portion of the above described tract of land conveyed by Warranty Deed to The State Highway Commission of Wyoming, dated September 20, 1976, recorded September 24, 1976 in Book 18 of Deeds, page 602.

17722

Nov. 19 [illegible]
[illegible] 24
FEES $6 [illegible] COUNTY [illegible]
SUBLETTE COUNTY, PINEDALE, WYOMING [illegible]

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 13th day of November A. D. 1979.

In the presence of

Donna J. Smith

John A. Smith

Released 6/6/11 pg. 248

219

220

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Donna J. Smith and John A. Smith, this 7th day of November, 19 79

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/82

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of ..... } ss.

This instrument was filed for record at ..... o'clock ..... M., on the ..... day of ..... A. D. 19 ..... and duly recorded in Book ..... on Page ..... .

..... County Clerk and Ex-Officio Register of Deeds.

By ..... Deputy Clerk

No. ..... Fees, $ .....

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE M[redacted]RIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM ROBERT TANNER and HELEN R. TANNER, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Thirty-five Thousand and No/100 -($35,000.00) - - Dollars, due 11/20/84 with interest from 11/15/79 at the rate of fifteen (15%) per cent per annum, payable monthly ~~annually~~ included in payment evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $832.65 which include interest.

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O.Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 7, 8, 9 and 10, Block 49 Marbleton Townsite, as the same appear of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
Together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and to prior mineral reservations of record.

221

RECORDED Nov. 19 1979 at 2:22 o'clock P.M.
IN BOOK 12 MISC
FEES $6.00
PAGE 258
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
By Sublette County Clerk

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 15th day of November A. D. 19 79.

In the presence of

William Robert Tanner

Helen R. Tanner

Rel 10 rec'd Bk 12 Pg 531

221

REL B. 13, P. 258

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William Robert Tanner and Helen R. Tanner, this 15th day of November, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Darrell D. Walker & Verna L. Walker

mortgagor s., of Sublette County, State of Wyoming, to secure the payment of

One Hundred thirty-two thousand Eight hundred twenty-four & 96/100 Dollars, due

with interest from date at the rate of 17 per cent per annum, payable on demand ~~annually~~

evidenced by one promissory note , of even date herewith,

do hereby mortgage to

American Fertilizer and Chemical Company

mortgagee, whose address is P. O. Box 98; Henderson, Colorado 80640

the following described real

estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

A tract of land located in the N½ of the NW¼ and the N½ NE¼ NW¼ of Section 26, T.34N., R.111W. of the 6th P.M., Sublette County, Wyoming and particularly described as follows:

BEGINNING at a point which is S.89°40'15.1"E., a distance of 37.0 feet from the southeast corner of said NW¼ NW¼, along the south boundary of said NE¼ NW¼ and N.00°28'09.9"W., a distance of 699.0 feet and parallel to the west boundary of said NE¼ NW¼; thence from point of beginning WEST, a distance of 974.08 feet more or less (along the north boundaries of tracts of land recorded in 5 Quitclaim Deeds, Page 1 and 26 Miscellaneous Records, Page 531); thence N.20°27'28.1"W., a distance of 634.20 feet more or less (along a tract of land described as Tract 5 recorded in 14 Deeds, Page 497); thence EAST, along the north section line, a distance of 1190.87 feet; thence S.00°28'09.9"E. and parallel to the west boundary of said NE¼ NW¼, a distance of 594.22 feet to the point of beginning; said tract contains 14.77 acres, more or less.

****

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $132,824.96 Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 17th day of August A. D. 1979.

In the presence of

Charles W. Craig

Charles W. Craig

Darrell D. Walker

Verna L. Walker

177837

RECORDED [illegible] 19[illegible] 12:45 M.
IN BOOK [illegible] PAGE 423
FEES [illegible]
COUNTY CLERK

Released Bk. 14 Rel @ Pg. 510

423

State of [illegible] }
County of [illegible] } ss.

The foregoing instrument was acknowledged before me by [illegible],
[illegible],
this 19th day of [illegible], 19[illegible].

Witness my hand and official seal.

[illegible]
Signature

[illegible]
Title of Officer

My Commission Expires: [illegible]

NOTARY PUBLIC

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of [illegible] } ss.

This instrument was filed for record at [illegible]

o'clock [illegible] M., on the [illegible]

day of [illegible] A. D. 19[illegible]

and duly recorded in Book [illegible]

on Page [illegible].

County Clerk and Ex-Officio Register of Deeds.

By [illegible]
Deputy Clerk

No. [illegible] Fees, $[illegible]

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE [redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MOUNTAIN MEADOW IMPROVEMENT INC., a Wyoming corporation

mortgagor, of Sublette County, State of Wyoming, to secure the payment of One hundred thirty-two Thousand Eight Hundred twenty-four & 96/100 Dollars, due on demand with interest from date at the rate of 17 per cent per annum, payable ~~annually~~ evidenced by one promissory note, of even date herewith,

do hereby mortgage to

American Fertilizer and Chemical Company

mortgagee, whose address is P. O. Box 98; Henderson, Colorado 80640

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

The E½S½ of Block 1, Cooley 1st Addition to the Town of Pinedale, Sublette County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereunto appertaining, SUBJECT TO easements and rights of way of record or in use, SUBJECT TO reservations and restrictions of record.

177635

RECORDED [illegible] 19 22 [illegible] M
IN BOOK 32 [illegible] PAGE [illegible]
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[illegible]

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $132,824.96 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this [illegible] day of [illegible] A. D. 19[illegible].

In the presence of

[illegible]

ATTEST:

[illegible]
Secretary

MOUNTAIN MEADOW IMPROVEMENT INC.

By: [illegible]
President

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by [illegible],
Deana J. Lubker, [illegible],
this 17th day of [illegible], 19[illegible].

Witness my hand and official seal.

[illegible]
Signature

[illegible]
Title of Officer

My Commission Expires: [illegible]

NOTARY PUBLIC

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of [illegible] } ss.

This instrument was filed for record at [illegible]
o'clock [illegible] M., on the [illegible]
day of [illegible] A. D. 19[illegible]
and duly recorded in Book [illegible]
on Page [illegible]

[illegible]
County Clerk and Ex-Officio Register of Deeds.

By [illegible]
Deputy Clerk

No. [illegible] Fees, $ [illegible]

MORTGAGE

THIS MORTGAGE, made this 20th **day of** November, **19** 79, **between**

Paul Perez and Darlene Perez, husband and wife,
of Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagor," and**

the Rock Springs National Bank, a United States banking corporation, doing business at 333 Broadway, P.O. Box 880
of Rock Springs, Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagee."**

The Mortgagor, for and in consideration of the sum of Four Thousand Three Hundred and no/100------

---

($ 4,300.00----) **Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

Lot number Seven (7), Block numbered Three (3), of the K & M Addition to the Town of Pinedale, Sublette County, Wyoming, as said lot is laid down and described on the official plat of said addition, duly recorded on Page 480 in Book 34 Miscellaneous, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon.

177813

RECORDED [illegible] 19[illegible] [illegible] M
IN BOOK [illegible] PAGE 227
FEE $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO. [illegible]

[illegible]

Mtg Rlse Book 12 Page 536

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of *Four Thousand Three Hundred and no/100*----------

---

($*4,300.00*-----) Dollars, together with interest thereon at the rate of ----------*thirteen*----------per cent (*13*--%) per annum from *November 20*, 19*79*, until paid, according to the conditions of *one* promissory note, dated *November 20* 19*79*, the ultimate maturity date of which is *November 20*, 19*84*, which promissory note was executed and delivered by *Paul Perez and Darlene Perez, husband and wife, payable at the rate of Ninety-seven and 84/100 ($97.84) Dollars per month, interest and principal, beginning December 20, 1979*

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than *Four Thousand Three Hundred and no/100*----------

($*4,300.00*------) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of *ten (10)* days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

**ANNUAL PERCENTAGE RATE 13%*

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
} ss.
County of *SWEETWATER* }

On this *20th* day of *November*, 19*79*, before me personally appeared

Paul Perez and Darlene Perez, husband and wife,

to me known to be the person*s* described in and who executed the foregoing instrument, and acknowledged that *they* executed the same as *their* free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: *July 21, 1983*

PUBLIC

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
} ss.
County of }

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
} ss.
County of }

On this day of , 19 , before me personally appeared

sworn, did say that he is the of

to me personally known, who, being by me duly

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

230 Released BK 13 Rec Pg. 530

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FREMONT PEAK POST No. 4801, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INCORPORATED,

mortgagor , of Sublette County, State of Wyoming , to secure the payment of Twenty Thousand and No/100 - -($20,000.00) - - - - Dollars, due 10/20/89 with interest from 10/10/79 at the rate of ten(10%) per cent per annum, payable monthly ~~annually~~ included in payment evidenced by one promissory note , of even date herewith, payable in 120 monthly payments of $264.31 which include interest,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

the following described real estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

Lots Five (5), Six (6), Seven (7) and Eight (8), Block Four (4), Cooley Second Addition to the Town of Pinedale, Wyoming, as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; Together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

17803

RECORDED 19 M
IN BOOK 33 Misc PAGE 230
FEES $ Lacey Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 10th day of October A. D. 19 79.

SEAL

ATTEST: James M. Percy, Quartermaster
James M. Percy, Q.M.

FREMONT PEAK POST NO. 4801, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INCORPORATED
By Gordon Steele
Gordon Steele, Commander

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Gordon Steele, Commander, and James M. Percy, Q. M., for Fremont Peak Post No. 4801, Veterans of Foreign Wars of the United States, Incorporated,
this 11th day of October, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at
o'clock M., on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds.

By
Deputy Clerk

No. Fees, $

232 Released Book 15, Page 696.

V FORM 26-6348b
O 1970
A eptable to Federal National
M tgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 22nd day of October ,

19 79 , Henry T. Williams and Charmayne Williams, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is Post Office 554

Pinedale, Wyoming 82941 hereby MORTGAGES

to MORTGAGEE, namely: Provident Federal Savings & Loan Association of Casper

whose address is Post Office Box 1850 Casper, Wyoming 82602

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit: That part of the SW¼SW¼ of Section 20, Township 34 North, Range 109 West of the 6th p.m., Subeltte County, Wyoming described as follows: Beginning at a point N4.1°21'E., 383.1 feet from the southwest corner of said Section 20 where found 2" galvaniz steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING 1965 T34N R109W S19/S20"/S30/S29 thence N.00°04' W., 149.9 feet to a point; thence N.89°56'E., 290.4 feet to a point; thence S.00°04'E., 149.9 feet to a point; thence continuing S.00°04'E., 149.9 fee to a point; thence S.89°56'W., 290.4 feet to a point; thence N.00°04'W., 149.9 feet to the point of beginning.

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of Fifty Three Thousand Dollars and no/100----------DOLLARS

($ 53,000.00) with interest at the rate of ten & ½ per centum (10.500 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest being payable in monthly installments of Four Hundred Eighty Four Dollars and 95/100-- DOLLARS ($ 484.95), commencing on the first day of December , 19 79 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of Npvember , 2009 . By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page
Albany	186	434
Big Horn	262	79
Campbell	173	161A
Carbon	536	358
Converse	447	339
Crook	107	402
Fremont	70	181
Goshen	316	182
Hot Springs	90	70
Johnson	88A 20	37
Lincoln	87	296
Laramie	895	123
Natrona	306	623
Niobrara	242	108
Park	339	1
Platte	142	152
Sheridan	122	179
Sublette	26	91
Sweetwater	350	288
Teton	3	225
Uinta	278	447
Washakie	119	296
Weston	11	394

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

IN WITNESS WHEREOF, the Mortgagor(s) ha ve hereunto set t h e i r hand(s) the day and year first above-written.

[redacted] [redacted] [redacted]

Henry T. Williams Mortgagor

Charmayne Williams Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 22nd day of October , 19 79 , before me personally appeared Henry T. Williams and Charmayne Williams, husband and wife of P.O. Box 554 Pinedale Wyoming 82941 , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that t h ey executed the same as t h eir free act and deed.

Notary Public

My commission expires on the 23rd day of April , 19 83.

ROBIN L. BLAIR Notary Public
County of Teton State of Wyoming
My Commission expires April 23, 1983

177860

RECORDED Nov 2 1979 8:22 M
IN BOOK 32 Misc PAGE 232
FEES $6.00 Karen L. Clark COUNTY CLERK
By Deputy

233

234

Position 8

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-24-78)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by GREG H. WEST and CAROL ANN WEST,

husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is

P. O. Box 274, Pinedale, Wyoming 82941,

herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is P. O. Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory notes or assumption agreements herein called "Note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire debt at the option of the Government upon any default by Borrower and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
11/26/79	$39,800.00	9%	11/26/2012

This instrument shall secure the recapture of any interest credit or subsidy involving the loan evidenced by the note which may be granted to the borrower by the government pursuant to 42 U.S.C. 1490A.

And the note evidences a loan to Borrower, on the Government's terms, to assist the Borrower in purchasing the farm described herein and requires the payment thereof pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument while insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to protect the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan and at all times while the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette

Lot 3, Block 3, Redstone First Addition to the Town of Pinedale, Wyoming as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 7/28/78, in Book 33 of Miscellaneous, page 678.

177892

FmHA 427-1 WY (Rev. 10-24-78)

[redacted] [redacted] [redacted]

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water or water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein, all of which are herein called "the property".

TO HAVE AND TO HOLD the property unto the Government and its successors in office in fee simple.

BORROWER, for Borrower's self, Borrower's heirs, executors, administrators, successors, and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

1. To pay promptly when due all indebtedness to the Government evidenced by the note and this instrument and to hold harmless and save harmless the Government against any loss and expense by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

2. To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

3. If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the property.

4. Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

5. All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated for payment in the note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

6. To use the loan evidenced by the note solely for purposes authorized by the Government.

7. To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attached to or assessed against the property, including all charges and assessments in connection with water rights and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

8. To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

9. To maintain improvements in good repair and to make repairs required by the Government, to complete promptly and in a good and husbandmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, to comply with all requirements of the Government from time to time may prescribe, and not to abandon the property or commit waste affecting or impairment of the security covered hereby, or, without the written consent of the Government, remove or demolish any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

10. To comply with all laws, ordinances, and regulations affecting the property.

11. To pay or reimburse the Government for expenses incurred in connection with the preparation, execution, and recordation of the note and this instrument and to the enforcement of or the compliance with the terms hereof and of the note and any supplementary agreement (whether before or after default, including but not limited to the cost of evidence of title and surveys of the property, costs of recording this and other instruments, attorneys' fees, trustee's fees, court costs, and expenses of advertising, selling, and conveying the property.

12. Neither the property nor any portion thereof or interest therein will be sold, leased, assigned, mortgaged, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any rights, nor shall it look to or rely on the Government with respect to the loss or any benefits hereof.

13. At all reasonable times the Government and its agents may enter upon the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being observed.

14. The Government may extend and defer the maturity of, and increase the amount of, the indebtedness evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

15. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit association, a Federal land bank, or other responsible cooperative or private lender, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

16. Default hereunder shall constitute default under any other real estate or under any personal property security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

17. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option and without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

18. The proceeds of foreclosure sale shall be applied first to the full amount due the Government for costs and expenses incident to enforcing or complying with the provisions hereof, second to costs prescribed by law or a competent court to be so paid, third to the debt evidenced by the note and all indebtedness to the Government secured hereby, and fourth to liens of record required by law or a competent court to be so paid. At the Government's option any other indebtedness of Borrower owing to or insured by the Government, and if any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase at such sale and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower secured hereby in the order prescribed above.

19. Borrower agrees that the Government will not be bound by any present or future laws providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption, possession, following foreclosure or sale, or (e) limiting the conditions which the Government may by regulation impose, if any, on the interest rate, time, or amount of any subsequent approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of curtesy, dower, and courtesy.

20. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling, hereinafter called "the dwelling," and Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, then Borrower will cause each purchaser or tenant authorized by the Government to occupy the dwelling to execute an agreement that such purchaser or tenant will not refuse to sell or otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin. Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

[redacted] [redacted] [redacted]

(21) This instrument shall be subject to the [illegible] Act [illegible] and to its future regulations not inconsistent with the express provisions hereof.

22. Notices given [illegible] and [illegible] at Box 820, Casper, Wyoming 82602, and [illegible] Finance Office records which normally will be the [illegible]

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

24. At the option of the Government this [illegible] provided by statute, and Borrower hereby irrevocably vests in the Government the [illegible] power of sale and consents to and appoints the Government his agent and attorney in fact to sell the property [illegible] at public auction to the highest bidder, for cash or secured credit at the option of the Government [illegible] Binding upon Borrower and all claiming under him.

25. Borrower has assigned or waived or will [illegible] Government, and waives in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to [illegible] and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all [illegible] and renewal thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such [illegible] and secured hereby.

26. If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand and seal, this 26th

day of November, 19 79.

Greg H. West

Carol Ann West

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Greg H. West and Carol Ann West

this 26th day of November, 19 79.

Witness my hand and official seal.

Donna E. Stevens - Notary Public
County of
Sublette
My [illegible]

(SEAL)

My Commission expires: 4/22/82

Notary Public

4327

238

MORTGAGE DEED—FORM NO. 4½

THE P. I. R. COMPANY, SHERIDAN 1-41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

NICHOLAS STADLER, aka NICK STADLER and DORIS S. STADLER,

Husband and Wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

---Twenty Eight Thousand and no/100------- Dollars, due S/P

with interest from date at the rate of fourteen per cent per annum, payable S/P annually

evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 10 and 11, Block 5 of the Triangle Addition to

the Town of Pinedale, Sublette County, Wyoming.

177896

RECORDED [illegible]

FEES $6.[illegible]

[illegible]

mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $28,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 12th day of November A. D. 19 79.

In the presence of

Nick Stadler

Doris S. Stadler

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Nick Stadler aka Nicholas Stadler, Doris S. Stadler this 12th day of November, 1979.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

435

240

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, SHERIDAN (4) 302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DOROTHY McGUIRE, a single woman,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twenty-seven Thousand and No/100 - - ($27,000.00) - Dollars, due 5/21/80, with interest from 11/21/79 at the rate of fourteen (14%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 6 equal monthly payments of $715.00 and one final payment of $27,000.00

do hereby mortgage to

ROBERT W. STEVERS and DONNA L. STEVERS, husband and wife,

mortgagee, whose address is P. O. Box 150
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 14, 15 and 16 in Block 2, Hagenstein Addition to the Town of Pinedale, Sublette County, Wyoming, as said lots are depicted and described on the duly recorded plat of said addition, together with all improvements thereon, and easements, appurtenances and incidents belonging and appertaining thereto and used in connection therewith, SUBJECT, HOWEVER, TO all mining, mineral and other reservations, exceptions, covenants and easements of record.

177938

RECORDED, Nov. 28 ... 1979 ... 4:24 P.M.
... Book 346 ...
... COUNTY CLERK
... WYO. ...

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty-seven Thousand and No/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the ... indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 21st day of November A. D. 1979.

In the presence of

Dorothy McGuire

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dorothy McGuire

this 21st day of November, 1971

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page .

County Clerk and Ex-Officio Register of Deeds.

By
Deputy Clerk

No. Fees, $

542 Filed Bk 12 Pg 514

MORTGAGE

THIS MORTGAGE is made this 28th day of November, 19 79, between the Mortgagor Franklin Thomas and Mary K. Thomas, Husband and Wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A. Rock Springs, a corporation organized and existing under the laws of United States of America, whose address is P.O. Box 940 Rock Springs, WY 82901 (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight Thousand One Hundred and no/100 (8,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 28, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 15, 1984;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of ..., State of Wyoming:

LOT NUMBER FIVE (5), BLOCK NUMBERED TWO (2), OF THE K & M ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING AS SAID LOT IS LAID DOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID ADDITION, DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS OF SUBLETTE COUNTY, WYOMING, TOGETHER WITH ALL IMPROVEMENTS THEREON, AND EASEMENTS, APPURTENANCES AND INCIDENTS BELONGING OR APPERTAINING THERETO, OR USED IN CONNECTION THEREWITH; SUBJECT, HOWEVER, TO ALL MINING, MINERAL AND OTHER EXCEPTIONS, RESERVATIONS, EASEMENTS, COVENANTS, CONDITIONS AND RIGHTS OF WAY OF RECORD.

#77391

RECORDED ... 19 ... M
IN BOOK ... OF ...
FEES $ ... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of ... Pinedale ...
[Street] [City]
Wyoming ... (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amounts of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This Mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower may pay all sums declared due. If Borrower fails to pay such sums prior to the expiration of this period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X .....
Franklin Thomas —Borrower

X .....
Mona K. Thomas —Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this November 28, 1979 by
(date)

Franklin Thomas and Mona K. Thomas
(person acknowledging)

My Commission expires: .....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

TE OF TEXAS: COUNTIES OF ANDREWS, [illegible] 246 [illegible]
ON, LUBBOCK, LYNN, MENARD, PECOS, TERRY
TE OF WEST VIRGINIA: COUNTIES OF BARBOUR, [illegible]

Released Book 15, Page 660.

TGAGE AND DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT & [illegible]
TE OF NEW MEXICO: COUNTIES OF LEA, EDDY
TE OF OKLAHOMA: COUNTY OF BEAVER
TE OF WYOMING: COUNTY OF SWEETWATER
TE OF SOUTH DAKOTA: COUNTY OF [illegible]

Deed of Trust, Mortgage, Security Agreement and Assignment

Know All Men By These Presents: That Natural Resource Management Corporation, a Delaware Corporation, and its wholly owned subsidiary MPN Petroleum Corporation, acting herein by and through their duly authorized officers

with offices at Midland, hereinafter called "Mortgagor" (whether one or more), and Mortgage

Wilbur A. Yeager, Jr.,

hereinafter sometimes referred to as "Trustee" (whether one or more), hereby [illegible] Mortgagor's indebtedness hereinafter described, [illegible] the debt and trust and the uses and purposes hereinafter set forth, [illegible] GRANTED, SOLD, CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Trustee and Trustee's successors and substitutes in this trust hereinafter named, all of the following described property situated in Midland County, Texas, to-wit: [illegible] Block 38, Midland, Texas, her matter sometimes referred to as "Mortgaged Property" [illegible] Exhibit "A" attached hereto and made a part hereof for all purposes, together with all the right, title, interest and estate of Mortgagor [illegible] and all oil, gas and other minerals in and under and that may be produced and saved from the lands described in Exhibit "A" attached hereto, [illegible] oil wells, gas wells, machinery, buildings, derricks, tanks, lines, equipment, fixtures and all and singular the hereditaments, tenements, [illegible] and appurtenances belonging thereto or connected therewith, including the lease premises, rents, tolls, issues, profits, revenues and proceeds arising or issuing therefrom; also a security interest in all of Mortgagor's right, title and interest in and to all operating agreements, [illegible] which may be produced from the oil and gas properties covered hereby, all minerals of every kind and character now or hereafter severed and extracted from the oil and gas properties covered hereby, all materials of every kind and character now or hereafter placed or stored on said properties for use in connection with the operation thereof, and any and all property or equipment that is now or hereafter purchased with proceeds of production from said properties or in connection with said properties, said real estate and/or property during the life of this indenture. Production unless otherwise released by Mortgagee, Secured Party, [illegible] Secured Party.

TO HAVE AND TO HOLD the said above described property, with all the rights, hereditaments and appurtenances now or hereafter at any time before the foreclosure hereof, in anywise appertaining or belonging thereto, unto the said Trustee and to his successor or substitute herein named, and to his and their assigns, forever, for the following uses and purposes, to-wit:

This conveyance is made and accepted subject to all [illegible] of record in the aforesaid County and State affecting the above described property.

This conveyance is made and a covenant is made for the purpose of securing and enforcing the payment of the following described indebtedness and the performance of each of the covenants and agreements of Mortgagor herein contained.

1. Indebtedness Secured.

(a) Promissory note(s) executed by Mortgagor, payable to the order of Secured Party and being more particularly described as follows, to-wit:

Note No.	Original Date	Original Principal Amount	Maturity Date
10[illegible]4	10-05-79	1,707,4[illegible].41	10-0[illegible]-80
9891	10-05-79	1,000,000.00	3-02-80
27[illegible]	7-26-79	79,[illegible]08.37	10-[illegible]4-7[illegible]
5870	5-29-79	250,000.00	11-25-79
6105	8-20-79	425,928.63	10-19-79
650[illegible]	6-[illegible]-79	501,[illegible]06.30	3-[illegible]-80

(Each above note is payable as and at the rate of interest stated therein, respectively)

17923

(b) Any and all other further and additional indebtedness or obligations of Mortgagor to Secured Party, its successors or assigns, upon which Mortgagor may now or at any time hereafter be or become indebted or obligated, either as principal, surety, guarantor or in any other capacity, whether direct or indirect, absolute or contingent, and regardless of how or when such indebtedness or obligations are created.

This conveyance is made for the security and enforcement of the payment of said indebtedness and each and every one of the same, together with interest thereon according to the terms thereof, and of any renewals, extensions, modifications and changes in form thereof, together with all interest charges and other charges and fees as provided in the promissory notes, agreements and instruments evidencing, securing or otherwise relating thereto, and also any other sums and amounts for which Secured Party and/or Trustee, shall or may become liable or for the protection of this security and also any indebtedness which Secured Party may hereafter agree to pay on behalf of Mortgagor, whether by agreement or by operation of law.

2. Covenants Relating to Indebtedness.

It is hereby agreed by the parties that Mortgagor's failure to pay any of the indebtedness secured hereby, or any part thereof, when the same becomes due and payable, whether by acceleration or otherwise, shall cause the whole of said indebtedness to become immediately due and payable at Midland, Texas, and will bear interest at the highest rate provided for in the notes, plus attorney's fees in the event such is placed with attorneys for collection, and this conveyance is made for the purpose of securing the payment of the above described indebtedness and also all such further indebtedness as may hereafter be owed by Mortgagor to Secured Party, its successors or assigns, whether such indebtedness be direct or indirect, absolute or contingent, and whether it be evidenced by promissory notes of the character described above or otherwise. It is expressly agreed and understood that in the event Mortgagor shall become further indebted or obligated to said Secured Party, its successors or assigns, from time to time hereafter, in any manner, whether by the promissory notes described above or otherwise, then all such further indebtedness and obligations shall be secured hereby equally and ratably with the indebtedness evidenced by the promissory notes described above, to the same extent as if such future indebtedness and obligations were originally contracted for herein. Nothing contained in this indenture shall constitute a contract by Secured Party to make any loans to Mortgagor, and the execution of this indenture by Mortgagor shall not obligate Secured Party to make any such loans. Each and all of the terms and provisions of this indenture shall apply to, bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and the word "Mortgagor" when used herein shall include all such persons and also any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein, and the word "Secured Party" shall include any subsequent holder or holders of the promissory notes described above, whether or not named as Secured Party herein. In exercising any rights, duties or powers hereunder or under any other instrument executed in connection herewith, Secured Party may act through its employees, agents or independent contractors authorized by Secured Party. In addition to all liens upon, and rights, titles, interests, powers and estates in the Mortgaged Property now or hereafter granted to Secured Party, its successors or assigns, as security for the indebtedness described above, Mortgagor hereby grants to Secured Party, its successors and assigns, a security interest in all of Mortgagor's right, title and interest in and to all personal property now or hereafter placed on the Mortgaged Property, and all proceeds thereof, to the fullest extent allowed by the Uniform Commercial Code of the State of Texas, and Mortgagor agrees to execute and deliver to Secured Party, its successors or assigns, such financing statements as Secured Party may request to perfect and protect such security interest. Mortgagor hereby authorizes Secured Party to file financing statements describing the Mortgaged Property as "all assets" of Mortgagor or words of similar effect, regardless of whether any particular asset comprised in the Mortgaged Property falls within the scope of Article 9 of the Uniform Commercial Code of the State of Texas, or whether the Mortgaged Property is to be sold, leased, licensed or used in connection with any other property, in such jurisdictions as Secured Party may deem advisable. Mortgagor agrees to reimburse Secured Party upon demand for any and all costs and expenses incurred by Secured Party in connection with the preparation, execution, recording, filing, refiling, and enforcement of this instrument and the other instruments executed in connection herewith, including without limitation all attorneys' fees, court costs, recording and filing fees, and all taxes payable with respect to any of the foregoing.

3. Termination.

Now if said Mortgagor shall well and truly pay or cause to be paid unto said Secured Party the indebtedness secured hereby, at the time and in the manner stipulated therein, and shall keep and perform all of the covenants and agreements contained herein, then this conveyance and this deed of trust mortgage and security agreement shall be void and of no further force and effect, otherwise to remain in full force and effect.

4. Warranties and Covenants.

Mortgagor covenants and agrees that:

(a) Mortgagor will not sell, mortgage, assign or otherwise dispose of any part of the Mortgaged Property;

(b) Mortgagor will not remove or permit any part of said property to be removed from the place where the property is now located, until the indebtedness hereby secured is fully paid;

(c) Mortgagor will pay all gross production taxes, ad valorem taxes, and all other taxes and assessments, which now or hereafter may be levied upon said premises and all other taxes and assessments, which now or hereafter may be levied upon said premises and all other taxes and assessments, which now or hereafter may be levied upon said premises

[redacted] Mortgagor, at all times during the cont[redacted] under this ... shall keep the buildings and ... [redacted] ts now or ... ere... ... seated or erected upon said premises ins... ... s by fire, wind tornado or other ... ... the extent that insurance can be obtained thereon, and Mortgagor agrees to obtain adequate coverage under liability insurance insuring Mortgagor against any loss occasioned as a result of negligent acts or ... ... proximately causing damages to others, all of said policies of insurance to be in companies acceptable to, and with loss payable ... attached thereto ... satisfactory to the said Trustee, or its successors, for the benefit of Secured Party or the ... holder and owner of the indebtedness hereby secured, and will deliver said policies to said Trustee, or his successors.

(e) Mortgagor will comply with all of the terms and conditions of ... leases and will do all things necessary to prevent a forfeiture thereof, and will pay all rentals and advance royalties at least fifteen (15) days before same are due, and furnish the Trustee and/or Secured Party with satisfactory evidence that same ha[redacted] been paid, and the Mortgagor will promptly pay all operating costs and all other obligations incurred through operations of leased properties and take all actions necessary to prevent suspension of runs;

(f) Mortgagor will pr[redacted] ... and will ... ... as ... reasonably necessary to the prudent and economical ... of ... and leasehold ... ... of the ... ... of this indenture as a first and prior ... against ... leaseholds and properties ... hereby ... ... nor shall anything herein contained be ... to require Mortgagor to ... ... to any contract or obligation, or render the Trustee and/or Secured Party in any way responsible for bills or other charges incurred by Mortgagor;

(g) Mortgagor herein warrants that the oil and gas properties described herein will not be pooled or unitized with any other properties without the prior written consent of Secured Party;

(h) Mortgagor further covenants and agrees that Mortgagor is the lawful owner of the above described rights and interests and has full power and lawful authority to convey and mortgage the same ... ... and that the same are free and clear from all liens and encumbrances, subject only to the exceptions herein stated and to the provisions of any contracts for development or operating agreements under which ... operating rights ... owned by Mortgagor, and that Mortgagor ... and will ... all leases, contracts and agreements referred to are valid and ... and Mortgagor ... the said Mortgagee, ... that Mortgagor ... warrant and defend all and singular the above ... and interests, ... unto the said Secured Party, its successors and assigns, against the lawful claims and demands of ... ...

Third, all of the indebtedness [illegible] interest and attorney's fees,

Fourth, [illegible]

Fifth, the balance, if any, to be paid to Mortgagor.

Trustee, or his successor, may abandon any sale of said property [illegible] shall not be construed to impair the right of said Trustee, or successor, to [illegible] said default or violation, or upon the occasion of any subsequent default or violation, or that any such failure shall be a perpetual bar against Mortgagor and against [illegible] claiming under him, them or any of them. It is further agreed that said Trustee and [illegible] shall have the equal right to become the purchaser or purchasers at [illegible] bidder or bidders at which [illegible] bids may be credited upon the said indebtedness. The said Mortgagor, Secured Party intended to be exclusive of any other [illegible] of the State of Texas or of any other state for the [illegible] but shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and shall be in addition to every other remedy given hereunder and now or hereafter existing at law or in equity or by statute for the enforcement of the security and the lien hereby created. It is stipulated that [illegible] by Trustee, or his successor, all prerequisites of said sale shall be presumed to have been performed and such sale shall be conclusive, and [illegible] under all statements of facts or recitals therein made as to the occurrence of any default under the terms hereof, or as to the request of the Trustee, to enforce the trust, or as to the proper and due appointment of any successor or substitute trustee, or as to the advertisement of sale, or the time, place or terms of sale or as to any other preliminary act or thing, shall be taken in all courts of law and equity as prima facie evidence that the [illegible] are true.

(d) As to real estate situated in states other than the State of Texas, Trustee is directed to execute this trust by selling, to the extent permitted by law, the properties [illegible] hereby at such place or places [illegible] thereto in such manner and upon such notice as may be required by law, or, in the absence of any such [illegible] and upon such notice as may be required by law, and to make conveyance to the purchaser or purchasers. Mortgagor hereby warrants [illegible] of any of the properties will not exhaust the power of sale [illegible] sales may be made from time to time [illegible] of the properties until the Obligations are paid in full.

9. Security Agreement Remedies

Without limiting the provisions hereof, Mortgagor and Debtor, and each of them [illegible] ("Secured Party", does hereby

(a) Grant to the holder of indebtedness described herein as Secured Party and [illegible] paragraph as "Secured Party", a security interest in all the above property [illegible] to the full extent that same may be subject to the Uniform Commercial Code [illegible]

(b) Agree that, in addition [illegible] Secured Party may, in event of default, proceed under the UCC as to such part of the [illegible] subject to the properties described herein [illegible] the rights and remedies with respect to the Collateral, the rights to enter and [illegible] and, without limitation, the right to sell, at public or private sale or sales [illegible] and at any broker's board or on any securities exchange, for cash, upon credit or for future delivery at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable, or otherwise dispose of the Collateral in any manner authorized or permitted under the UCC after default by Debtor, and to apply the proceeds thereof first to the payment of costs, expenses, attorney's fees and [illegible] thereby for Secured Party and then to the Debtor's obligations including the promissory note and all other indebtedness [illegible] Secured Party may elect. Among Secured Party's rights in event of default, and without [illegible] Secured Party shall have the right to enter upon any premises where the Collateral is situated and take possession thereof without [illegible] for damages thereby occasioned and may take any action deemed necessary [illegible] Secured Party at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral [illegible]. To the extent permitted by law, Debtor waives all claims, damages and demands it may acquire against Secured Party arising out of the exercise by it of any rights hereunder. Debtor waives and releases all rights and remedies of a debtor or formalities prescribed by law not [illegible] by the terms hereof, including the right to a hearing prior to the exercise by Secured Party existing after default [illegible] and to the extent [illegible] that such notice is mailed, postage prepaid, to the Debtor at the address [illegible] hereof [illegible] sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

(c) Grant to Secured Party the right to transfer the Collateral or any part thereof at any time to itself or its nominee, and to receive the monies, income, proceeds or benefits attributable to or accruing thereto and to hold the same as security for Debtor's obligations or to apply same on the principal and interest or other amounts owing on any of the Debtor's obligations, whether or not then due, in such order or manner as Secured Party may elect.

(d) Agree that all recitals in any affidavit or any other instrument executed by Secured Party or any part thereof in connection with any sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein, no other proof being required to make such instrument fully effectual, that all conditions precedent to and the occurrence of any default by Debtor, Secured Party or of any fact, condition or thing incident thereto, and all prerequisites to the validity of any action by Secured Party or any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

(e) Agree that Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise realizing or disposing of the Collateral and the like which are incurred or paid by Secured Party in accordance herewith [illegible] and attorneys' fees and legal expenses and costs, shall be added to Debtor's obligations and Debtor agrees to be liable therefor.

(f) Agree that Secured Party may, at its election, at any time after default by Debtor, file one or more copies hereof in order that such copies may be used as a financing Statement under the UCC. Secured Party's signature need not be acknowledged.

A carbon copy hereof signed by Debtor may also serve as a [illegible] Statement hereby. Debtor hereby represents and warrants that Debtor is the owner and holder of the Collateral, Debtor is owner and holder of [illegible] of any kind [illegible] Debtor will defend the Collateral against all claims or demands of all persons [illegible] Debtor has not heretofore signed any financing statement or [illegible] and that no financing statement now on file in any public office except those statements, true and correct copies of which have been delivered to Secured Party prior to the execution hereof, relate to the indebtedness described herein. Debtor will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral and other than financing statements in favor of Secured Party [illegible] Secured Party's prior written consent. Debtor authorizes Secured Party to file in jurisdictions where [illegible] authorization will be given to [illegible] financing statement signed only by Secured Party covering the Collateral. At Secured Party's request Debtor will join Secured Party in executing one or more financing statements pursuant to the UCC in form satisfactory to Secured Party, and will pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary or desirable. [illegible] this instrument, as a financing statement, in all [illegible] offices at any time and from time to time [illegible] Secured Party to file any such financing statement without the signature of Debtor where permitted by law. A photographic or other reproduction of this instrument is sufficient as a financing statement and Secured Party is hereby authorized to give to any party who may file any financing statement hereunder a carbon, photographic or other reproduction of this instrument or any financing statement covering the Collateral or any part thereof.

10. Miscellaneous

It is further agreed that in case of the death of the said Trustee, or in case [illegible] shall refuse to act within [illegible] days after such request made by the said Secured Party, or at its option [illegible] shall [illegible] or refuse to act, as above stipulated, to make such sale and/or to perform this trust, that the legal holder or holders of the [illegible] as appointed in writing, without notice to the said Mortgagor, a substitute trustee, who shall thereupon succeed to all the estate, rights, powers and trusts hereinabove granted or vested in Trustee.

Mortgagor does hereby expressly waive and renounce the benefit of all laws of any existing or that may hereafter be enacted providing for any appraisement before sale of any of the property therein described, commonly known as "stay or valuation laws" and all the benefit of all laws that may hereafter be enacted in any way extending the time for the enforcement of the debt hereby secured, or creating or extending a period of redemption from any sale made in connection with this [illegible] said laws commonly known as "stay laws" and "valuation laws", except as hereinabove expressly stated.

Mortgagor waives, to the extent that he may do so under applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this lien, on behalf of Mortgagor, and on behalf of each and every person, [illegible] acquiring any interest in or title to the property described herein subsequent to the date of this Deed of Trust.

In the event Mortgagor fails to comply with any of the terms hereof, Secured Party or Trustee or any [illegible] appointed hereunder may make advances in order to preserve the security hereof or on behalf of Mortgagor, and Mortgagor agrees to pay such sums and any other costs incurred in connection therewith plus interest at the rate set forth in the Promissory Note, such amount being in addition to any sum of money accruing hereunder and apart from the principal and interest due hereon or under the terms of any written instruments described herein or referred to herein.

Notwithstanding anything to the contrary herein stated, it is the intention of each Mortgagor and Secured Party to conform strictly to the usury laws [illegible] interest permitted by law.

As to lands situated in New Mexico, and all [illegible] the State of New Mexico, this instrument shall be deemed to be a mortgage, and the payee in the above described note or his assignee shall for the purposes of foreclosure [illegible] possess all rights and powers conferred by the laws of such state.

This instrument may be executed in any number of counterparts, each of which will be deemed [illegible] all of which taken together will constitute but one and the same instrument.

This instrument is binding upon Mortgagor, Mortgagor's successors and assigns and will inure to the benefit of Trustee and Trustee's successors, as well as Secured Party and its successors and assigns.

If and when the indebtedness hereby secured is fully paid and all obligations [illegible] hereunder fully performed, then these presents shall be null and void and shall be released of record at the cost of Mortgagor by Secured Party. [illegible] release of this Deed of Trust or of the debt hereby secured shall be valid or effective unless Secured Party, the then owner and holder of the debt hereby secured shall evidence its consent [illegible] in the instrument of release [illegible]

[redacted] [redacted] [redacted]

11. Partial releases may from time to time be issued by the Trustee, and in such case the balance of the property described in Exhibit "A" shall be in no way affected.

12. If any term, provision, covenant, or condition of this agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

A. This Deed of Trust, Mortgage, Security Agreement and Assignment is in renewal and extension, but not in extenguishment, of those certain Deeds of Trust, Mortgages, Security Agreements & Assignments dated and recorded as follows:

Execution Date	County	State	Volume	Page	Recording Date
Sept. 6, 1976	Dunn	North Dakota	84	47	9-23-76
Sept. 6, 1976	Sublette	Wyoming	28	204	9-23-76
Sept. 6, 1976	Lea	New Mexico	327	100	9-22-76
Sept. 6, 1976	Eddy	New Mexico	282	316	9-22-76
Sept. 6, 1976	Gilmer	West Virginia	-(No. 4199)-		9-23-76
Sept. 6, 1976	Andrews	Texas	110	231	9-23-76
Sept. 6, 1976	Crockett	Texas	92	377-399	9-22-76

(continued below)

IN WITNESS WHEREOF these presents are executed by the undersigned this 5th day of October, 19 79.

ATTEST: [illegible]
Assistant Secretary

Address of Mortgagor:
900 Building of the Southwest
Midland, Texas 79701

NRM Petroleum Corporation

BY: [illegible]
D. G. Griffin, President

Attest: [illegible]
Assistant Secretary

MORTGAGOR
Natural Resource Management Corporation

BY: [illegible]
D. G. Griffin, Vice President

ATTEST: [illegible]
Assistant Cashier

THE FIRST NATIONAL BANK OF MIDLAND, MIDLAND, TEXAS

[illegible]
J. T. Mayes, Executive Vice President

SECURED PARTY

Address of Secured Party:

P. O. Box 1599, Midland, Texas 79701

Sept. 6, 1976	Gaines	Texas	125	438	9-23-76
Sept. 6, 1976	Howard	Texas	250	128-148	9-28-76
Sept. 6, 1976	Irion	Texas	28	71	9-22-76
Sept. 6, 1976	Lubbock	Texas	635	413-432	9-23-76
Sept. 6, 1976	Martin	Texas	72	327	9-28-76
Sept. 6, 1976	Pecos	Texas	169	33	9-22-76
Sept. 6, 1976	Tom Green	Texas	382	746-66	9-23-76
Dec. 28, 1976	Beaver	Oklahoma	458	229	1-12-77
June 26, 1972	Lynn	Texas	59	697	7-13-72

. This Deed of Trust, Mortgage, Security Agreement is filed in counterparts in the various counties and states. Reference is hereby made to the master instrument recorded in Terry County, Texas for a listing of all property interests covered hereby.

INDIVIDUAL ACKNOWLEDGMENT (TEXAS)

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared _____ known to be to be the person(s) whose name(s) (is) (are) subscribed to the foregoing instrument and acknowledged to me that __he__ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A.D. 19__.

Notary Public in and for
_____ County, Texas

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CORPORATION ACKNOWLEDGMENT (WYOMING)

STATE OF TEXAS)
) ss
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by J. T. MAYS, Executive Vice President of The First National Bank of Midland, Midland, Texas and D. G. GRIFFIN, President of NRM Petroleum Corporation and Vice President of Natural Resource Management Corporation, this 21st day of November, 1979.

My Commission Expires:

3-14-81

Notary Public in and for Midland County
Texas

EXHIBIT "A"

Exhibit "A" attached to and made a part of Deed of Trust, Mortgage, Security Agreement and Assignment dated October 5, 19 79, executed by Natural Resource Management Corporation and NRM Petroleum Corporation.

to Wilbur A. Yeager, jr.

Trustee. The foregoing described Deed of Trust covers the following described property situated and being situated in the Counties of Andrews, Clay, Concho, Crockett, Gaines, Glasscock, Howard, Irion, Lubbock, Lynn, Menard, Pecos, Terry, Barbour, Gilmer, Lewis, Upshur, Lea, Eddy, Harper, Sublette, Dunn and State(s) of Texas, West Virginia, New Mexico, Oklahoma, Wyoming, North Dakota

to wit:

All of Mortgagor's interests, reportedly being as it may hereafter for each property, in and to the properties described as follows: (Reference is hereby made to all presently existing oil and gas leases covering and affecting each of the following properties.)

See following page

STATE OF WYOMING

Sublette County

Fogarty Creek #1-32 Well - Section 32, T-29-N, R-114-W, 6th P.M., Sublette County, Wyoming

1. Leases:

a. Serial No.: WO 317229
Dated: June 1, 1965
Lessor: United States of America
Covers: Lots 1 - 10

b. Serial No.: WO 317228
Dated: June 1, 1965
Lessor: United States of America
Covers: Lots 11 - 15

c. Serial No.: W 17268
Dated: March 1, 1969
Lessor: United States of America
Covers: Lots 16 - 20

d. Note: The above leases are subject to the following:

1. Farmout Agreement dated February 12, 1975, from Tidee Petroleum Corporation et al to Petro-Search, Inc. et al.

2. Farmout Agreement dated April 9, 1975, from Exxon Corporation to Petro-Search, Inc. et al.

2. Interests:

To Payout		After Payout	
Working Interest:	1.041o560%	Working Interest:	0.411967%
Net Revenue Interest:	1.6040000%	Net Revenue Interest:	0.663757%

[redacted] [redacted] [redacted]

VA FORM 26-6348b
OCT 1970
Acceptable to Federal National
Mortgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 126.)

KNOW ALL MEN BY THESE PRESENTS, That on this 30th day of November, 19 79, DALLAS E. CARSON and JUANITA L. CARSON aka NITA CARSON ~~his wife~~ husband and wife, who whether one person or more, are herein called MORTGAGOR whose address is P. O. Box 975, Rock Springs, Wyoming 82901 hereby MORTGAGES to MORTGAGEE, namely: Administrator of Veterans Affairs, an officer of the United States of America and his successors in office as such whose address is Veterans Administration, City of Washington, District of Columbia,

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 14 and Lots 1, 2 and 3, Block 19, Boulder Townsite as the same appears on the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

including all buildings and improvements thereon, or that may hereafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits, hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title and quiet possession of said premises against the lawful claims of all persons whomsoever. FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal sum of THIRTY-THREE THOUSAND and No/100 - - - - - - - - - - - - - - - DOLLARS ($ 33,000.00) with interest at the rate of TEN per centum (10 %) per annum as evidenced by a promissory note of even date herewith (the "Note") executed by MORTGAGOR, said principal sum and interest being payable in monthly installments of TWO HUNDRED NINETY-NINE and 88/100 - - DOLLARS ($ 299.88), commencing on the 1st day of January, 19 80, and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of December, 2004. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	134	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	167	402	Sublette	26	91
Fremont	70	141	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A 20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123	and recorded July 22, 1969 in Laramie County		

And a copy thereof was delivered to Mortgagor.

OP 26-888
January 1[illegible]

RECORDED [illegible] 19[illegible] M.
IN BOOK [illegible]
OF DEEDS.

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IN WITNESS WHEREOF, the Mortgagor(s) ha[illegible] hereunto[illegible] h[illegible] hand(s) the day and year first above-written.

Dallas E. Carson Mortgagor

Juanita L. Carson Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 30th day of November , 19 79 , before me personally appeared DALLAS E. CARSON and JUANITA L. CARSON, husband/and wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Donna E Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

Notary Public

My commission expires on the 22nd day of April , 1982 .

[redacted]

VA FORM 26-6340
OCT 1970
Acceptable to Federal National Mortgage Association

This Mortgage is being executed solely to correct an error in the legal description in that certain Mortgage recorded [redacted] 1, 1979 in Book 32 of Mortgages, page 232.

[redacted]

WYOMING

CORRECTIVE

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 22nd day of October,

19 79, Henry T. Williams and Charmayne Williams, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is Post Office Box 554

Pinedale, Wyoming 82941 hereby MORTGAGES

to MORTGAGEE, namely: Provident Federal Savings & Loan Association of Casper

whose address is Post Office Box 1850 Casper, Wyoming 82602

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit: That part of the SW¼SW¼ of Section 20, Township 34 North, Range 109 of the 6th P.M., Sublette County, Wyoming; described as follows: Beginning at a point N.41°21' 383.1 feet from the southwest corner of said Section 20 where found a 2" galvanized steel pipe brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING 1965 T34N R109W S19/S20" S30/S29

ce N.00°04'W., 149.9 feet to a point; thence N.89°56'E., 290.4 feet to a point; thence S.00°04' 149.9 feet to a point; thence continuing S.00°04'E., 149.9 feet to a point; thence S.89°56'W., .4 feet to a point: thence N.00°04'W., 149.9 feet to a point of beginning.

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever, FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of Fifty Three Thousand Dollars and No/100---------- DOLLARS

($ 53,000.00) with interest at the rate of Ten & ½ per centum (10.500 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of Four Hundred Eighty-Four Dollars and 95/100--DOLLARS

($ 484.95), commencing on the First day of December, 19 79, and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of November,

2009. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

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IN WITNESS WHEREOF, the Mortgagor(s) ha ve hereunto set their hand(s) the day and year first above-written.

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Henry T. Williams — Mortgagor

Charmayne Williams — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 3rd day of December, 19 79 before me personally appeared Henry T. Williams and Charmayne Williams, husband and wife of P.O. Box 554 Pinedale Wyoming 82941, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Edwin K. Adams - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jul 28 19

Notary Public

My commission expires on the 28th day of July, 1980.

[redacted] [redacted] [redacted]

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-24-78)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by RANDOLPH N. BLAKESLEE and KATHERINE E. BLAKESLEE, husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 856, Pinedale, Wyoming 82941,

herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America acting through Farmers Home Administration, United States Department of Agriculture, herein called "Government," as evidenced by one promissory note dated [redacted] which has been executed by Borrower, is payable to the order of the Government, and has been delivered to the Government, providing for payment of the indebtedness in full at the option of the Government not sooner than [redacted] and not later than the date of final installment;

Date of Instrument	Principal Amount	Interest Rate	Due Date of Final Installment
12/5/79	$45,000.00	9%	12/5/2012

This instrument shall secure the payment of any amount of credit or subsidy involving the loan evidenced by the note which may be granted to the Borrower by the Government pursuant to 42 U.S.C. 1490A.

And the note evidences a loan to Borrower pursuant to the Consolidated Farm and Rural Development Act and Title V of the Housing Act of 1949;

And it is the purpose and intent of the parties hereto that at no time shall the total amount which may be held by the Government, or in the event the Government shall assign the note and this instrument as hereinafter provided, by any assignee of the note, this instrument shall secure payment of the note but when the note is held by an insured holder this instrument shall not secure payment of the note or attach to the debt represented thereby so as to affect the note and this instrument as an indebtedness or mortgage to secure the Government against loss sustained by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the premises and of the loan made by the Government, and to secure the payment of the note, if held by the Government, or in the event the Government has guaranteed the note, if held by an insured holder, to secure prompt payment of the note and any renewals and extensions thereof, and any future loans, advances, or other indebtedness, including any provision for the payment of an insurance or other charge, at all times which the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and to secure the prompt payment of all advances and expenditures made by the Government with interest, and the performance of every covenant and agreement of Borrower contained herein or in any supplement hereto, Borrower does hereby grant, bargain, sell, convey, mortgage and warrant to the Government the following described real estate in the State of Wyoming,

County(ies) of Sublette:

Lot 2 Block 3, Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; SUBJECT TO prior mineral reservations of record; and SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 5/28/78, in Book 33 of Miscellaneous, page 675.

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by reason of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are hereby called "the property".

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

1. To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

2. To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

3. If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

4. Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

5. All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated on the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's agreement to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

6. To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) T[redacted]n due all taxes, liens, judgments, etc[redacted] and assessments lawfully attaching to [redacted] against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

9) To maintain improvements in good repair and make repairs required by the Government, operate the property in a good and husbandmanlik[illegible] manner, comply with such [illegible] conservation practices [illegible] farm and ranch management plans as the Government from time to time may prescribe, and not to abandon the property or commit or permit waste, impairment or deterioration of the security covered hereby, or, without the written consent of the Government, remove or demolish any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary household purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement, whether before or after default, including costs of recording this and other instruments, abstracts of title, title reports and opinions, surveys of the property, costs of recording releases or satisfactions, and reasonable attorneys' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfactions, and no purchaser shall have any right to or interest in the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew or reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability any party to such indebtedness, release portions of the property from the lien hereof, and waive any of its rights hereunder, without affecting the lien or priority hereof or the liability to the Government of any party to such indebtedness, except as specifically released by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay any amounts then due the Government, and will use the proceeds of such loan to pay the Government's share of the purchase price by crediting such amount on any indebtedness to the Government. Borrower agrees to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other contract or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument or should any one of the parties named as Borrower die, be adjudicated a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government may, after giving any notice and taking any action that may be required by law, (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with power to lease the property, manage the property and collect the rents, profits, and income therefrom, and with such other powers as may be deemed necessary, and (d) foreclose this instrument as provided herein or by law. The Government may also sell the property at public auction to the highest bidder for cash, except that the Government may credit bid all or any part of the purchase price of the note or indebtedness secured hereby, except as specified by the Government in writing.

(18) The proceeds of foreclosure sale shall be applied in the following order, to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, to the payment in full of any amounts advanced by the Government because of tax, assessment, insurance, or prior lien or charge with interest thereon, to the payment of any judgment of any court to be so paid, to the debt evidenced by the note and any indebtedness to the Government hereby secured, to the payment of any liens of record required by law to be so paid, and to the payment to Borrower owing to or insured by the Government, and if any balance be left, to Borrower. If the property is sold in any part of the property, the Government and its successors and assigns may bid and purchase the property and may pay the Government's share of the purchase price by crediting such amount on any indebtedness of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government may, if required by law, [illegible] provisions for valuation, appraisal, homestead or exemption of the property, [illegible] deficiency judgment or limit the amount thereof or the time within which such action may be brought or prosecuted, any other statute of limitations, (d) allowing any right of redemption or possession to all persons [illegible] including the conditions which the Government may by regulation impose, including the requirement of a new mortgage as a condition of approving a transfer of the property to a new Borrower. Borrower stresses [illegible] and waives, and covenants all rights, [illegible] and all other rights and remedies provided herein or by present or future law.

(20) If any part of the loan [illegible] is given for the purpose of financing purchase, construction or repair of property to be used as an owner-occupied dwelling, and Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, Borrower agrees that no person will be authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and that Borrower agrees that any restrictive agreement, or portion thereof, which is illegal and Borrower's violation of this agreement will result in the Government's taking action with respect to this agreement. Borrower also agrees to include this covenant in all contracts for sale or rental of the dwelling.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail unless otherwise required by law to Borrower's address and until some other address is designated in a notice so given, or to the last address of Borrower known to Farmers Home Administration at Box 820, Casper, Wyoming 82601, and in the case of Borrower's address, until some other address is designated in a notice so given to Farmers Home Administration Finance Office records (which normally will be the same as the post office address of the property).

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the power to sell said real estate and constitutes and appoints the Government his agent and attorney in fact to sell the property at the front door, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 5th

day of December, 1979.

Randolph N. Blakeslee

Katherine E. Blakeslee

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Randolph N. Blakeslee and Katherine E. Blakeslee, this 5th day of December, 19 79.

Witness my hand and official seal.

Notary Public

(SEAL)

My Commission expires: 4/22/82

MORTGAGE

THIS MORTGAGE is made this 21st day of August 19 79, between the Mortgagor, R. Douglas Scott and Constance J. Scott, husband and wife (herein "Borrower"), and the Mortgagee, FIRST WYOMING BANK NA JACKSON HOLE, a corporation organized and existing under the laws of The United States of America, whose address is P.O. Box 528, Jackson, Wyo. 83001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINE THOUSAND NINE HUNDRED TWENTY THREE AND 23/100 (9,923.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 21, 1979 (herein "Note"), with the balance of the indebtedness, if not sooner paid, due and payable on February 17, 1980;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

That certain parcel and tract of land bounded and circumscribed by the following described traverse:

Beginning at Point #1 which is S.55°20'E., 1010 feet from the N¼ corner of Section 24, T.38N., R.114W. and Corner No. 2 of H.E.S. No. 237;
thence along highway right of way S.75°0'E., 200 feet to corner #2;
thence S.15°0'W., 218 feet to corner #3;
thence N. 75°0'W., 200 feet to corner #4;
thence N.15°0'E., 218 feet to highway right of way and point of beginning, being part of NW¼NE¼ of Section 24; Township 38 North, Range 114 West, 6th Principal Meridian, Sublette County, Wyoming.

This instrument is being recorded solely to correct certain inadequacies in that certain Mortgage recorded September 13, 1979 in Book 32 of Mortgages, Page 68.

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which has the address of ..... [Street] ..... [City],

..... (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances if no default or acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

R. DOUGLAS SCOTT —Borrower

CONSTANCE J. SCOTT —Borrower

STATE OF WYOMING, ... County ss:

The foregoing instrument was acknowledged before me this ..... by .....
(date)

R. Douglas Scott and Constance J. Scott
(person acknowledging)

My Commission expires: .....

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (the "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies in force shall pass to Lender, and all proceeds thereof to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition shall pass to Lender; and all damage to the Property prior to the sale or acquisition resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a condominium

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE is made this 29th day of August, 1979, between the Mortgagor, Harry E. Pelliccione, Sr. and Barbara L. Pelliccione, husband & wife (herein "Borrower"), and the Mortgagee, The State Bank of Green River, Wyoming, a corporation organized and existing under the laws of Wyoming, whose address is Drawer 72, Green River, Wyoming 82935 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen Thousand Dollars and No/100---------- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 29, 1986;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

LOTS 3 AND 4, FAVAZZO SUBDEVISION, AS THE SAME APPEARS OF RECORD ON THE OFFICIAL PLAT OR MAP THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS, SUBLETTE COUNTY, WYOMING.

1 7994

136313

Oct 7 1979 8:30 AM
Kathleen Yake COUNTY CLERK
By Deputy

RECORDED Oct 29 1979 2:00 PM
IN BOOK 13 OF MTGS PAGE 384
FEE $16.00 Kathleen Yake COUNTY CLERK
SUBLETTE
By Deputy

This Mortgage is rerecorded to correct the omission in the Grantors name and the omission of Due & Payable date.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are sometimes referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant

Release - Book 13, Page 384 DLD

unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount due under the Note secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, the creation of a purchase money security interest for household appliances, (a) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (b) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may [illegible] permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender [illegible]

18. Acceleration; Remedies. Except [illegible] agreement of Borrower in this Mortgage, including the [illegible] required [illegible] Lender prior [illegible] Borrower [illegible] Lender's option may declare [illegible] secured by this Mortgage and [illegible] Lender or Lender's agent may [illegible] and may [illegible] Lender shall be entitled to collect all [illegible] including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale [illegible] paragraph 14 hereof, Lender shall [illegible] by applicable law. Lender or Lender's [illegible] Lender and Borrower. Lender or Lender's agent shall [illegible] the following order: (a) to all reasonable costs and expenses of the [illegible] evidence; (b) to all sums secured by this Mortgage; and (c) [illegible].

19. Borrower's Right to Reinstate. [illegible] Borrower shall have the right to have any proceedings begun by Lender [illegible] days before sale of the Property pursuant to the power of sale [illegible] Mortgage [illegible] enforcing this Mortgage if: (a) Borrower pays Lender all sums which [illegible] Note and this Mortgage as if no acceleration had occurred; (b) Borrower cures any default of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. [illegible] Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Harry E. Pelliccione, Sr. -- Borrower

Barbara L. Pelliccione -- Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 29th day of August 19 79, by Harry E. Pelliccione, Sr. and Barbara L. Pelliccione, husband & wife.

Witness my hand and official seal.

My Commission Expires:

February 2, 1983

[illegible]
Notary Public

STATE OF WYOMING
FHA Form 2196 m
(Rev June 1972)

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

herein designated as Mortgagor, of . County of
. State of . to secure the payment of the principal
sum of Dollars
($), with interest at the rate of per centum
(%) per annum as evidenced by a promissory note of even date herewith to the order of

a corporation organized and existing under the Laws of
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments
of Dollars
($), commending on the first day of , 19 ,
and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of . hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

177995

RECORDED ___ 19 ___ M
COUNTY CLERK

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to (last to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

Released BK. 14 Rel. @ Pg. 363

Cancelled Bk 33 Pg 287 268

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (*a*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagor shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (*a*) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, according to the 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclosure upon the happening of any default, it shall hereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the aforegranted premises.

IN WITNESS WHEREOF, the Mortgagor has hereunto set hand and seal this day of , 19 .

In the presence of—

THE STATE OF WYOMING)
) ss.
COUNTY OF)

On this day of , 19 , before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this day of , A.D. 19 .

[SEAL]

My commission expires My Commission expires March 12, 1983

Notary Public.

STATE OF WYOMING)
) ss:
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fees $ By
Deputy

Assigned Bk 32 pg 280-
Rel. Bk. 14 Rel. on Pg. 461

271

STATE OF WYOMING
FHA Form 2196 m
(Rev. June 1972)

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That
herein designated as Mortgagor, of , State of , County of , to secure the payment of the principal sum of Dollars ($), with interest at the rate of per centum (%) per annum as evidenced by a promissory note of even date herewith to the order of , a corporation organized and existing under the laws of , hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Dollars ($), commending on the first day of , 19 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of , hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

178002

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IN BOOK 32 MISC. PAGE 271
FEES $ [illegible]
[illegible]

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

[redacted] [redacted] [redacted]

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee with interest thereon from the date of payment at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within [redacted] from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the [redacted] time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee over and, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 being hereby consented to by the Mortgagor on the Mortgagor's 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.

13. That 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.

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hand(s) this day of , 19

In the presence of—

THE STATE OF WYOMING)
) ss.
COUNTY OF)

On this day of , 19 before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this day of , A.D. 19—

[SEAL]

My commission expires
My Commission expires February 22, 1983

Notary Public.

STATE OF WYOMING)
) ss:
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

STATE OF WYOMING
FHA Form 2196 m
(Rev. June 1972)

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

herein designated as Mortgagor, of . State of . County of
sum of Dollars
($), with interest at the rate of per centum
(%) per annum as evidenced by a promissory note of even date herewith to the order of

a corporation organized and existing under the laws of
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments
of Dollars
($), commending on the first day of , 19 ,
and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of , hereby mortgages to said Mortgagee, the following-
described real estate, situated in County, State of Wyoming, to wit:

1115(09)

RECORDED , 19 , M
IN BOOK PAGE
FEES $
COUNTY CLERK
SUBLETTE COUNTY, WYOMING

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument or any part thereof are insured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or

(II) If and so long as said note of even date and this instrument or any part thereof are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

Released BK 15 Rel e 25 M7

274 Canceled Bk 37 M 256

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, becomes due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose [redacted] the happening of any default, it shall [redacted] thereby be prejudiced in its right of foreclosure [redacted] 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF the Mortgagor(s) ha[ve] hereunto set [his] hand[s] this day of , 19

In the presence of—

THE STATE OF WYOMING)
) ss.
COUNTY OF)

On this day of , 19 before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this day of A.D. 19

[SEAL]

My commission expires

My Commission expires February 22, 1983

Notary Public.

STATE OF WYOMING)
) ss.
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

MORTGAGE DEED—FORM NO. 4-A—SPECIAL 277 Rec'd 12 11 1974

THE KILLAM COMPANY, SHERIDAN 148193

MORTGAGE

THIS MORTGAGE, made this 30th day of November, 1974, between

Harry C. Barker and Margaret S. Barker, husband & wife

of Moose, Teton County, Wyoming, hereinafter referred to as the "Mortgagor," and

The Jackson State Bank, A Wyoming Banking Corporation

of Box 1788, Jackson, Teton County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of One Hundred Seventy Thousand and 00/100

($ 170,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Township 32 North, Range 107 West, Sublette County, Wyoming;
Sec. 8-That part of the $SE\frac{1}{4}SE\frac{1}{4}$ lying South and West of the center thread of the East Fork River, containing approximately 32.5 acres;
Sec. 9-All of the $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$, containing approximately 20 acres; and that part of the South 792 feet of the $W\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ lying South and West of the East Fork River, containing 9.5 acres more or less.
Sec. 17-$NE\frac{1}{4}NW\frac{1}{4}$

That portion of the $NE\frac{1}{4}SE\frac{1}{4}$, Section 8, T32N, R107W, lying south and east of the centerline of the East Fork River.

Tracts 5 and 6 of the Mineral Springs Subdivision, Sublette County, Wyoming;

178612

[illegible]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights of way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of these presents, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of One Hundred Seventy Thousand and 00/100

($ 170,000.00) Dollars, together with interest thereon at the rate of Various per cent (%) per annum from Various , 19 , until paid, according to the conditions of several promissory note , dated various , 19 , the ultimate maturity date of which is November 30 , 19 84, which promissory note was executed and delivered by Harry C. Barker and Margaret S. Barker and is payable at various dates as notes come due.

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, w

sions, in a sum not less than

($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of 30 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Teton } ss.

On this 3 day of December, 19 79, before me personally appeared

Harry C. and Margaret S. Barker

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

MARY KAY JOHNSON
NOTARY PUBLIC
County of Teton — State of Wyoming
My commission expires Mar. 29, 1982

My commission expires:

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

[redacted] [redacted] [redacted] WYOMING

VA FORM 26-6346b
OCT 1970
Acceptable to Federal National
Mortgage Association

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 11th day of December ,

19 79 , OLIVER L. PALMER and KATHRYN L. PALMER, husband and wife, who,

whether one person or more, are herein called MORTGAGOR whose address is P. O. Box 572,

Big Piney, Wyoming 83113

hereby MORTGAGES

to MORTGAGEE, namely: Administrator of Veterans Affairs, an officer of the United States of America

whose address is Veterans Administration, City of Washington, District of Columbia, his successors in office as such

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

Lot One (1) of the Wassenburg Subdivision, Sublette County, Wyoming,

178033

RECORDED ... M
IN BOOK 82 Misc PAGE 280
FEES ... COUNTY CLERK
... CLERK

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever, FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of TWENTY SEVEN THOUSAND and NO/100 - - - - - - - - - - - - - - - DOLLARS

($ 27,000.00) with interest at the rate of TEN AND ONE-HALF per centum (10½ %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of TWO HUNDRED NINETY-EIGHT and 40/100 DOLLARS

($ 298.40), commencing on the 1st day of January , 1980 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of December ,

1994 . By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on ... Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

VP 26-688
January 1972

00280

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

Oliver L. Palmer — Mortgagor

Kathryn L. Palmer — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 11th day of December, 19 79, before me personally appeared OLIVER L. PALMER and KATHRYN L. PALMER, husband/and wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

Donna E. Sievers
Notary Public

My commission expires on the 22nd day of April, 1982.

MORTG[redacted]D—FORM NO. 4-A [redacted] [redacted] 142484

MORTGAGE

THIS MORTGAGE, made this 1st day of October, 1979, between John Robert Kerback, also known as J. R. Kerback and Jack Kerback, and Miriam L. Kerback, husband and wife, of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and

Joseph Radosevich and Mary Radosevich, husband and wife,

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Seven Thousand and 00/100----------

---

($ -7,000.00-) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lot 6, Block 5, of the Hennick Second Addition to the Town of Pinedale, Sublette County, Wyoming, as the same is laid down and described in the official plat thereof in the Sublette County Clerk's office; together with all easements, appurtenances and incidents belonging and appertaining thereto, subject, however, to all mining, mineral and other reservations, exceptions, covenants and easements of record.

178442

RECORDED [illegible] 19 79 9 15 AM
BOOK [illegible] 282
[illegible] COUNTY CLERK
[illegible] WYOMING

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Seven Thousand and 00/100----------

($ -7,000.00-) Dollars, together with interest thereon at the rate of -- per cent (-- %) per annum from October 1, 19 79, until paid, according to the conditions of one promissory note, dated October 1, 19 79, the ultimate maturity of which is October 1, 1982, which promissory note was executed and delivered

Jack Kerback

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than

($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of ... days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

JOHN ROBERT KERBACK

MIRIAM L. KERBACK

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this 10th day of December, 1979, before me personally appeared John Robert Kerback, also known as J. P. Kerback and Jack Kerback, and Miriam L. Kerback, husband and wife,

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: 4/2/83

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

00284

00285

RELEASE AND SATISFACTION

STATE OF WYOMING:

COUNTY OF SWEETWATER :

For value received the undersigned [illegible], owner

and conveys unto the [illegible] all [illegible] right, title, interest, [illegible] and [illegible], to [illegible] that

mortgage dated Dec. 7 , 19 79 , from Robert A. Nelson & Sandra J. Nelson, Husband & Wife

to First Security Bank of Rock Springs, as well as to the land described therein

and the indebtedness secured thereby, which [illegible] recorded in

Deed Book 32 , Page 271 , in the office of the Clerk of [redacted]

[redacted] of Sublette County, Wyoming.

In witness [illegible] the undersigned has executed this Release and

seal, this 11 day of Dec. , 19 79 .

LOT 6, BLOCK 1, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

FIRST SECURITY BANK (Corporate Seal)
OF ROCK SPRINGS

Attest: Vice-President & Cashier

George Stahla
Assistant Vice-President

Walter M Cole
Assistant Vice-President

The foregoing instrument was acknowledged
before me by George Stahla
this 11 day of Dec. , 19 79.
Witness my hand and official seal.

My Commission Expires: August 8, 1983

NOTARY PUBLIC

Notary Public

178045

FILED FOR RECORD 10:2 a.m. M
IN BOOK 32 PAGE 285
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

WCDA MPP FORM NO. 2[illegible]
8/78

[redacted] [redacted] [redacted]

RELEASE AND AGREEMENT

STATE OF WYOMING:

COUNTY OF Sweetwater :

For valuable consideration, receipt whereof is hereby acknowledged, assigns and conveys unto the Wyoming Community Development Authority all right, title, interest, power and privilege, in and under that mortgage dated December 7, 1979 from Kyle B. Wal[illegible] Husband & Wife to First Security Bank of Rock Springs as well as to the land described therein and the indebtedness secured thereby, which mortgage is recorded in Deed Book 32, Page 274, in the Office of the Clerk of [redacted] County of Sublette, Wyoming.

In witness whereof the undersigned has executed and its seal and Seal, this 11 day of Dec., 1979.

LOT 1, BLOCK 1 OF THE AMENDED REDSTONE SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

FIRST SECURITY BANK OF ROCK SPRINGS (Corporate Seal)

Attest: Vice-President & Cashier

Assistant Vice-President

Assistant Vice-President

178046

The foregoing instrument was acknowledged before me by George Stahla this 11 day of Dec., 1979. Witness my hand and official seal.

My Commission Expires: August 8, 1983

Notary Public

WCDA MFP FORM NO. [illegible]
8/78

Filed for record this 11th day of Dec. A.D. 1979 at 3:44 o'clock P.M. and recorded in Book 286 of Deeds, Page 286. Laura Yoko COUNTY CLERK By Deputy County Clerk

00287

STATE OF WYOMING:

COUNTY OF SWEETWATER :

For value received the undersigned [illegible] and conveys unto the [illegible] right, title, interest, [illegible] mortgage dated December 7, 19 79 from Lawrence H. Gillham, a single man to First Security Bank of Rock Springs and the indebtedness secured thereby, which mortgage is recorded [illegible] Deed Book 32, [illegible] 268 [illegible] Sublette County, Wyoming.

In witness whereof the undersigned has hereunto set [illegible] seal, this 11 day of Dec., 19 79.

LOT 1, BLOCK 3, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

FIRST SECURITY BANK OF ROCK SPRINGS (Corporate Seal)

Attest: Vice-President & Cashier

Assistant Vice-President

Assistant Vice-President

178-42

The foregoing instrument was acknowledged before me by George Stahla this 11 day of Dec., 19 79. Witness my hand and official seal.

My Commission Expires: August 8, 1983

Notary Public

WCBA FORM NO. 7
8/75

STATE OF WYOMING
COUNTY OF SWEETWATER
FILED FOR RECORD
DEC 12 1979 AT 8:00 AM
RECORDED IN BOOK 32 OF MISC. PAGE 287
COUNTY CLERK

[redacted] [redacted] [redacted]

VA FORM
OCT 1970
Acceptable to Federal National
Mortgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this day of ,

19 , who,

whether one person or more, are herein called MORTGAGOR whose address is

hereby MORTGAGES

to MORTGAGEE, namely:

whose address is ,

with POWER OF SALE, the property situate in the County of Wyoming
described as follows, to wit:

,

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever, FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of DOLLARS

( ) with interest at the rate of per centum (%) per annum as idenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of DOLLARS

( ), commencing on the day of , 19 , and con-

ti ing on the day of each month thereafter until said note is fully paid, except that, if not sooner paid, the

fi l payment, of principal and interest shall be due and payable on the day of ,

. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending wit paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

19 AM
BOOK 32 PAGE 98

Rlsd. Bk 19 Rel. Pg 149 5/6/98

00288

00289

IN WITNESS WHEREOF, the Mortgagor(s) ha[illegible] hereunto set [illegible] hand(s) the day and year first above-written.

Mortgagor

Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF [illegible])

On this 7th day of [illegible], 19[illegible], before me personally appeared ROBERT E. CALDWELL and [illegible], to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that [illegible] executed the same as [illegible] free act and deed.

Notary Public

My commission expires on the 8 day of August, 19 83.

TRANSFER AND ASSIGNMENT

STATE OF WYOMING:

COUNTY OF SWEETWATER :

For value received the undersigned hereby transfers, conveys and conveys unto the Wyoming Community Development Authority all right, title, interest, powers and options in, to and under that mortgage dated December 7, 19 79 from Robert E. Caldwell & Mildred L. Caldwell, Husband & Wife to First Security Bank of Rock Springs and the indebtedness secured thereby, which mortgage is recorded in Deed Book 32Mtg, Page 288, in the Office of the Clerk of the District of Sublette County, Wyoming.

In witness thereof the undersigned has hereunto set its hand and seal, this 11 day of December, 19 79.

LOT 4, BLOCK 3 REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

FIRST SECURITY BANK OF ROCK SPRINGS (Corporate Seal)

Attest: Vice-President & Cashier

By: George Stahla
Assistant Vice-President

By: Walter Cole
Assistant Vice-President

The foregoing instrument was acknowledged before me by George Stahla this 11 day of Dec., 19 79.

Witness my hand and official seal.

My Commission Expires: August 8, 1983

Notary Public

178050

RECORDED December 19 79 at 2:40 P.M.
IN BOOK 32 Mtg PAGE 290
FEES 5.00
SUBLETTE COUNTY CLERK
By Deputy Clerk

WCDA MPT FORM NO. 213
8/78

Rlsd. Bk 18 pg. 127

00291

STATE OF WYOMING
FHA Form 2196 m
(Rev. June 1972)

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

her in designated as Mortgagor, of , County of
, State of , to secure the payment of the principal
sum of Dollars
($), with interest at the rate of per centum
(%) per annum as evidenced by a promissory note of even date herewith to the order of

a corporation organized and existing under the laws of
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments
of Dollars
($), commending on the first day of , 19 ,
and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of , hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

178061

FILED
M
COUNTY CLERK
WYOMING

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premiums) as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, becomes due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any instalment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) ha hereunto set hand(s) this day of , 19

In the presence of

THE STATE OF WYOMING)
) ss.
COUNTY OF)

On this day of , 19 . Before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this day of , A.D. 19

NOTARY SEAL

My commission expires August 8, 1983

Notary Public.

STATE OF WYOMING)
) ss.
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

[redacted] [redacted] [redacted]

[illegible]

STATE OF WYOMING:

COUNTY OF SWEETWATER :

For value received the undersigned hereby transfers, assigns and conveys unto the Wyoming Farmers Home Administration all right, title, interest, powers and options in and under that mortgage dated December 7, 19 79 made by Jeffrey Sam Guthrie & Donna Branson Guthrie, Husband & Wife to First Security Bank of Rock Springs and the indebtedness secured thereby, which mortgage is recorded in Deed Book 32, Page 291, in the office of the Clerk of [redacted] County of Sublette County, Wyoming.

In witness thereof the undersigned has caused to be set its hand and seal, this 11 day of Dec., 19 79.

LOT 18, B B VILLAGE SUBDIVISION, SUBLETTE COUNTY, WYOMING

FIRST SECURITY BANK OF ROCK SPRINGS (Corporate Seal)

By: George Stahla
Assistant Vice-President

Attest: Walter P. Cole
Assistant Vice-President

Attest: Vice-President & Cashier

The foregoing instrument was acknowledged before me by George Stahla
this 11 day of Dec., 19 79.
Witness my hand and official seal.

My Commission Expires: August 8, 1983

Notary Public

178052

RECORDED [illegible] 19 [illegible] 11 A.M.
IN BOOK 32 Misc. PAGE 294
Lacy Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy M. Price

WCDA MPP FORM NO. 2-4
8/78

00295

Released Book 15, Page 728.

MORTGAGE DEED

Date: September 19, 1979

To secure payment of a promissory note of even date from Mortgagor to Provident Federal Savings and Loan Association of Casper, hereafter "Mortgagee", in the amount of _____ and all future obligations of Mortgagor to Mortgagee, Mortgagor (all, if more than one) does hereby mortgage, grant and convey to Mortgagee the following described real estate in Wyoming, County of Sublette.

See attached

together with all improvements thereon situate.

Mortgagor does hereby warrant title to the property except for a first mortgage lien held by Provident Federal Savings & Loan and agrees to pay all taxes, liens and assessments that may accrue against the above described property. Mortgagor also agrees to maintain insurance in such form and amount in Mortgagee's favor as may be satisfactory to the Mortgagee and in default thereof Mortgagee may effect said insurance in its own name or pay such first mortgage, tax or assessment, but is not obligated to do so. The first mortgage payment, insurance premium, tax or assessment paid shall be an additional lien on said property and shall bear interest at 2 % above the interest payment called for herein from the time of payment.

In case default shall be made in the payment of the above sum hereby secured, or in payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable and the Mortgagee, its personal representatives or assigns may proceed pursuant to law by advertisement or suit to foreclose on and sell said property, and out of the proceeds of such sale the Mortgagee shall pay all sums due hereunder, together with all costs of sale and of foreclosure, including reasonable attorney's fees.

Mortgagor and Mortgagor's spouse hereby waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

In the event the described property is sold or conveyed by the mortgagors, all obligations secured by this mortgage regardless of maturity dates expressed therein, shall, at the option of the Mortgagee, become immediately due and payable without notice or demand.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Henry T. Williams

Charmayne Williams

STATE OF Wyoming
COUNTY OF Sublette

The foregoing instrument was acknowledged before me this 21st day of November, 19 79, by Henry T. Williams and Charmayne Williams, husband and wife.

Witness my hand and official seal.

My Commission Expires:
July 28, 1980

Notary Public

My Commission Expires July 28, 1980

That part of the SW¼SW¼ of Section 20, Township 34 North, Range 109 West of the 6th P. M., Sublette County, Wyoming described as follows:

Beginning at a point N.41°21'E., 383.1 feet from the southwest corner of said Section 20 where found a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING 1965 T34N R109W S19 / S20" S30 / S29

thence N.00°04'W., 149.9 feet to a point;
thence N.89°56'E., 290.4 feet to a point;
thence S.00°04'E., 149.9 feet to a point;
thence continuing S.00°04'E., 149.9 feet to a point;
thence S.89°56'W., 290.4 feet to a point;
thence N.00°04'W., 149.9 feet to the point of beginning.

178054

RECORDED ... 19 ... M
IN BOOK 32 Misc PAGE 343
FEES $ ...
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

00295 A

MORTGAGE DEED—FORM NO. 4½

00296

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD R. ZEIGLER and NANCY M. ZEIGLER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

---Twenty Thousand and no/100---------- Dollars, due 7 years

with interest from date at the rate of fourteen per cent per annum, payable monthly ~~annually~~

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is BIG PINEY, WYOMING 83113

the following described real

te, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 12, 13, Block 13 of the C. P. MacGlashan First Addition

to the Town of Big Piney, Sublette County, Wyoming.

178

RECORDED ____ 19 ____ M

IN BOOK ____ PAGE ____

FEES $____ COUNTY CLERK

SUBLETTE COUNTY PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $20,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 30th day of November A. D. 19 79.

In the presence of

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard R. Zeigler,
Nancy M. Zeigler,
this 30th day of November, 19 79.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: Sept 1, 81

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ..., A. D. 19...
and duly recorded in Book ... on Page ...

... County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

MORTGAGE DEED—FORM NO. 4-A

C0298

THE MILLS COMPANY, CHEYENNE, WYO. 82003

MORTGAGE

THIS MORTGAGE, made this 24th day of November, 19 79, between

JERE RYCKMAN and LOUISE RYCKMAN, husband and wife,

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and

FIRST NATIONAL BANK OF GREEN RIVER, a National Banking Corporation

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Forty-five Thousand and no/100=======

($ 45,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

West one half of Lot 2, Favazzo Subdivision #2, Sublette County, Wyoming, as said lot and block are laid down and described on the official plat thereof, filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject , however, to all exceptions and reservations of record.

178123

RECORDED [illegible] 11:27 A.M.
IN BOOK 157 [illegible] AT 2:58
FEES $ [illegible]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Forty-five Thousand and no/100----------

($45,000.00) Dollars, together with interest thereon at the rate of Fifteen per cent (15 %) per annum from December 24, 1979, until paid, according to the conditions of one promissory note, dated November 24, 1979, the ultimate maturity date of which is December 24, 1999, which promissory note was executed and delivered by

Jere Ryckman and Louise Ryckman, husband and wife,

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Thirty Thousand and no/100----------

($ 30,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of sixty (60) days after the same shall become due and payable, or if Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

9a. The mortgagors covenant and agree not to convey the aforesaid mortgaged property to third persons without the written consent of the mortgagee or satisfaction of the debt secured by this mortgage.

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Jere Ryckman

Louise Ryckman

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of Sweetwater)

On this 24th day of November, 19 79, before me personally appeared

Jere Ryckman and Louise Ryckman, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

ASSIGNME[redacted]ORTGAGE (CORPORATION) FORM [redacted] THE MILLS COMPANY. [redacted]

KNOW ALL MEN BY THESE PRESENTS: That the MILES HOMES DIVISION OF INSILCO CORPORATION , a corporation, organized and doing business under the laws of the State of Connecticut, and having its principal office at 4500 Lyndale Avenue North, Mpls. MN 55412 in said State, in pursuance of a resolution of the directors of said company, passed on the 23rd day of December, 19 76, of the first part, in consideration of the sum of One dollar and other good and valuable consideration Dollars to it in hand paid by MILES FINANCE COMPANY, INC., A Delaware Corporation whose address is 4500 Lyndale Avenue North, Minneapolis, Minnesota 55412 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 6th day of July, in the year One Thousand Nine Hundred and Seventy Nine made by David R. Milenoff and Lucy P. Milenoff, husband and wife in favor of Miles Homes Division of Insilco Corporation as conveying the Parcel No. Thirty-one (31) Big Country Ranches Third Filing as the same appears of record on the official plat thereof filed in the office of the County clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining:

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND CONDITIONS OF RECORD.

178145

Recorded 12-17-79 8:00AM
Book 32 Misc 301
Ellen Erickson Clerk
COUNTY CLERK
Fee $4.00

Section No. , in Township No. , in Range No. , West of the 6th P. M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of in the said County of Sublette on the 17th day of September, in the year 19 79, in Book 32 of Mortgages, at page 85 together with the notes and obligations therein described, [illegible]

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its Vice President, and sealed with its corporate seal, attested by its Ass't Secretary, this 11th day of December, 19 79.

MILES HOMES DIVISION OF INSILCO CORPORATION

By John Zubrzycki Vice President.

Attest:

Eileen Chrysler Ass't Secretary.

Witness Sandra Jung

THE STATE OF WYOMING, } ss.

No 1005½—Certificate of Acknowledgment—By Corporation

Miller-Davis Co., Minneapolis, Minn.

State of MINNESOTA } ss.
County of HENNEPIN

On this day of , 19 , before me, a NOTARY PUBLIC within and for said County personally appeared John Zubrzycki and Eileen Chrysler to me personally known, who, being each by me duly sworn each did say that they are respectively the Vice President and the Ass't Secretary of MILES HOMES DIVISION OF INSILCO CORPORATION the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said John Zubrzycki and Eileen Chrysler acknowledged said instrument to be the free act and deed of said corporation.

Drafted By: MILES HOMES DIVISION
INSILCO CORPORATION
4500 Lyndale Avenue North
Minneapolis, Minnesota 55412

Notary Public

My commission expires

County

19

301

302

Rlsd. BL 18 pg- 162 7/29/86

Position 3

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-17-79)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by CLARENCE J. MAY and BARBARA J. MAY, husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 1207, Pinedale, Wyoming, 82941, herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 957, Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "Note," executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Installments*	*Date of Final Installment*
12/19/79	$40,000.00	9	33	10/2012

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and service the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette:

Lot Five (5) Block One (1) Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 7/28/78, in Book 55 of Miscellaneous, page 678.

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall submit monthly payments on the note to the Government as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and [illegible] policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; to operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property or commit waste, lessening or impairment of the security covered hereby, [illegible] without the written consent of the Government; not to remove any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for [illegible] purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses incurred [illegible] incident to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any [illegible] agreement, whether before or after default, including, but not limited to, reasonable attorneys' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any part thereof or interest therein will be rented, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. If the Government shall have the sole and exclusive rights as mortgagee hereunder, including, but not limited to, [illegible] partial releases, subordinations, and satisfaction, and no insured holder shall have any right, [illegible] to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may enter upon the property to inspect it and [illegible] covenants and agreements contained herein or in any supplemental agreement executed hereto.

(14) The Government may (a) extend or defer the maturity of, and reduce and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, by release of any party who is liable under the note or for the debt from liability to the Government, [illegible] of the property, and subordinate its lien, and (b) waive any other of its rights under this instrument, [illegible] without in any way affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government, whether once or often in exercising any right or remedy under this instrument or otherwise or afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private lender, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay the amount then required to be paid on account of any shared appreciation contract executed in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate lease or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) [illegible] DEFAULT. Except as to the portion of the indebtedness secured hereby which is in this instrument specifically made payable on demand, if default by Borrower continues beyond the period, if any, prescribed by the Government for its cure, or should the parties named as Borrower die or be declared a bankrupt or an incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an incompetent, or should all or a substantial part of the property be sold or otherwise transferred for the benefit of creditors, the Government, at its option, may, without notice, declare all of the indebtedness secured hereby to be immediately due and payable under the note and this instrument and may foreclose this instrument by judicial proceeding and exercise any other remedy provided herein or by applicable law. The Government shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including reasonable attorneys' fees, costs of documentary evidence, abstracts, and title reports. The Government may also, at its option, with or without notice, enter upon the property and take possession thereof (or a receiver may be appointed) and manage, operate, collect the rents, profits, and income therefrom, and lease the property in the name of Borrower or Borrower's successor in interest. Out of the rents, profits, and income therefrom, the Government may pay expenses incident to the repair or maintenance of and take possession of, operating the property, and collecting the rents, profits, and income therefrom, and lease the property in the name of Borrower or Borrower's successor in interest. Out of the rents, profits, and income therefrom, the Government may pay expenses incident to the repair or maintenance of and take possession of, operating the property, and collecting the rents, profits, and income therefrom. Upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases. [illegible] instrument provided herein by law, may require Borrower to surrender to the Government and vacate any part of the property, and Borrower and all persons in possession of the property shall, if required, surrender possession of the property or any part of the property to the Government on demand made by or on behalf of the Government pursuant to any provision herein or applicable law.

(18) The proceeds of foreclosure sale shall be applied in the following order: (a) to all reasonable costs and expenses incident to enforcing or complying with the provisions hereof, including costs of documentary evidence, abstracts, and title reports; (b) to the payment of the amounts then payable by Borrower on account of any shared appreciation contract executed in connection with the loan secured hereby, in the manner provided in such contract; (c) to the debt evidenced by the note and all indebtedness secured hereby, in such order as the Government, in its discretion, may determine; and (d) the balance, if any, to the person or persons legally entitled thereto. At any foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debt of Borrower which is then secured hereby, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any [illegible] laws, regarding the amount of appraisal of the property, the prohibiting maintenance of any action to foreclose this instrument or limiting the amount thereof or the time within which such action may be brought, the recovery of any deficiency upon sale hereunder, the conditions which the Government may by regulation impose, including the interest rate it may charge, upon approval, assumption of the property by a new Borrower. Borrower expressly waives the benefit of any such [illegible] hereby relinquishes, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy, and all rights under and by virtue of the homestead exemption laws of Wisconsin.

(20) If any part of the loan for which this instrument is given is used to finance the purchase, construction or repair of property to be used as an owner occupied dwelling, then "the dwelling" and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent as required by this instrument, Borrower or anyone authorized to act for Borrower will, after receipt of a bona fide offer to purchase or lease the dwelling, not refuse to sell or rent or otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin. Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) [redacted] rument shall be subject to the preser [redacted] of the Farmers Home Administration [redacted] future regulations [redacted] sistent with the express provisions her

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Box 820, Casper Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes or appoints the Government the agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(24) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand and seal this 19th day of December, 19 79.

Clarence J. May

Barbara J. May

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Clarence J. May and Barbara J. May, this 19th day of December, 19 79.

Witness my hand and official seal.

[redacted]

Notary Public

(SEAL)

My commission expires: 4/22/82

Rec'd Bk 111 Pg 366

MORTGAGE

THIS MORTGAGE is made this 17th day of December, 19 79 between the Mortgagor, William L. Gray and Carol E. Gray, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, n.a. - Kemmerer, a corporation organized and existing under the laws of the United States, whose address is 801 Pine Avenue Kemmerer, WY 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventeen Thousand and 00/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated December 17, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 15, 1980;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

1 acre tract in SW¼ SW¼, Sec 34, T 38N, R 113W
2 acre tract in SW¼SW¼SE¼, Sec 34, T 38N, R 113W
Bowlsby lots 11 & 12

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which has the address of [redacted] Kemmerer,
[Street] [City]
Wyoming (herein "Property Address"),
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, [illegible] and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail to Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

William L. Gray --Borrower

Carol E. Gray —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this December 17, 1979 by
(Date)

William L. Gray and Carol E. Gray
(person acknowledging)

My Commission expires:
November 20, 1982

Notary Public

Sharon R. Chapman Notary Public
County of Lincoln State of Wyoming
My Commission expires Nov. 20 1982

(Space Below This Line Reserved For Lender and Recorder)

Released BK. 15 Rel. @ Pg. 163 3/a

Checked [illegible]:
LN #02-[illegible]6482
December [illegible], 1979

STATE OF WYOMING
FmHA Form 2190-[illegible]
(Rev. June 1972)

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That
DALE ARONSON, an unmarried man
herein designated as Mortgagor of 322 South Tyler Avenue, Pinedale, County of
Sublette, State of Wyoming, to secure the payment of the principal
sum of FIFTY THREE THOUSAND AND NO/100---------- Dollars
($ --53,000.00--) with interest at the rate of --ELEVEN AND ONE-HALF-- per centum
(--11 1/2--) per annum as evidenced by a promissory note of even date herewith to the order of

THE TOMAS AND NETTLETON COMPANY

a corporation organized and existing under the laws of the state of Connecticut
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments
of FIVE HUNDRED THIRTY NINE AND 01/100---------- Dollars
($ --539.01--) commencing on the first day of February, 19 80,
and on the first day of each month thereafter until the principal and interest are fully paid, except that the final
payment of principal and interest, if not sooner paid, shall be due and payable on the first day of
January, 2005. Mortgagor mortgages to said Mortgagee, the following-
described real estate, situated in Sublette County, State of Wyoming, to wit:

Section 4

A TRACT OF LAND SITUATED IN LOT [illegible] T. 33 N., R. 109 W., 6th P.M.,
SUBLETTE COUNTY, WYOMING, and more particularly described as follows:
Beginning at a point south 50 feet from the Southwest corner of Block
11, Patterson's First Addition to the Town of Pinedale; thence East
110.00 feet to the point of beginning of this tract of land; thence,
South 179.98 feet; thence, East 145.00 feet; thence, North 114.98 feet;
thence, West 115.00 feet; thence, North 65.00 feet; thence, West 30.00
feet to the point of beginning;

178197

RECORDED [illegible] 19[illegible] M
IN BOOK 32 Misc PAGE [illegible]
FEES $[illegible] Sandy Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy [illegible]

including all buildings and improvements thereon or that may hereafter be erected thereon; together with the 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 hereby releases and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days in advance of prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient, as estimated by the holder hereof, to provide funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured or to accumulate with the holder one month prior to its due date the annual mortgage insurance premium if this instrument is held by the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(b) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, a sum equal to one-twelfth (1/12) of the annual mortgage insurance premium, as determined by the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended and applicable Regulations thereunder; or

(c) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

(d) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to date when such ground rents, premiums, taxes and special assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and [illegible] payments to be made under the note secured here
by [illegible] aggregate amount thereof shall be paid by the Mortgagor each month [illegible] ngle payment to be
applied by the Mortgagee to the following items in the order set forth
[illegible] or monthly
[illegible] Secretary of Housing and Urban Development pursuant to the National Housing Act, as the case may be;
[illegible] assessments next due on the premises covered hereby;
[illegible] fire and other hazard insurance premiums;
[illegible]
[illegible]
[illegible] or prior to the date of
the [illegible] Mortgagee; however, that with respect to [illegible] Mortgagee has contracted [illegible] charge not to exceed
or cents (4¢) [illegible] Mortgagee that [illegible] Secretary of Housing and Urban Development [illegible] expense involved

3. If the total of the payments made by the Mortgagor under (c) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess, at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (c) of paragraph 2 preceding shall be insufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (c) of paragraph 2 hereof which the Mortgagee has not theretofore paid to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (c) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rates and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That no waste shall be committed or suffered in connection with said property which might impair the Mortgagee's security hereunder. The Mortgagor agrees that should any portion of said property or any part thereof be damaged by fire or other casualty, or should any portion of said property or any part thereof be taken by condemnation proceedings, the Mortgagor will promptly restore, repair or replace the same to a condition satisfactory to the Mortgagee, subject to the provisions of paragraph 7 hereof.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance for the payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the Mortgagor defaults in the payment of ground rents, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to pay such sums so paid and all expenses so incurred by the Mortgagee with interest thereon from the date of payment at the rate set forth in the note secured hereby, until paid, and all such sums shall be a lien on the said premises, to be secured by the said note and by these presents, and in default of such payment or such repairs, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become and be due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises or any part thereof be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon the Mortgage and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further covenants that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within [illegible] from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the [illegible] time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That if default shall be made in the payment, when due, of the indebtedness hereby secured, or of any instalment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the said 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 Mortgagee, although the period above limited for the payment thereof may not have expired. Anything hereinbefore or in said Note 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, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage by such action or 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 vendue, for cash, according to Wyoming statutes governing mortgage foreclosures and sales, and 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 to the payment of the costs and expenses of such foreclosure and sale and in payment of all taxes, expenditures and expenses incurred by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest [illegible] Mortgagee, and [illegible] Mortgagor. There shall [illegible] Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 occurrence 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 Mortgagee on request and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

And the said N/A wife of the said N/A, in the consideration above stated, does hereby release and forever quitclaim unto the Mortgagee all her rights or interests or homestead in and to the above mentioned premises.

In Witness Whereof, the Mortgagor has hereunto set his hand this 19th day of December, 1979.

In the presence of

DALE ARONSON (by Patricia C. Marcum, Attorney-in-Fact)

THE STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 19th day of December, 1979, before me personally appeared DALE ARONSON, an unmarried man, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein mentioned. The wife of the said, having been by me fully apprised of her rights under the homestead laws of the State of Wyoming, upon examination apart from her husband signed the same without fear or compulsion.

Given under my hand and notarial seal this 19th day of December, A.D. 1979.

Karen L. Davidson - Notary Public
County of TETON
State of Wyoming
My Commission Expires February 8, 1982

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of A.D. 19, and duly recorded in Book on Page.

County Clerk and ex-officio Register of Deeds

Fee $

By

Deputy

STATE OF WYOMING
FHA Form 2196 m
(Rev June 1972)

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That NEIL H. COX and KATHLEEN ANN COX, husband and wife,

herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FIFTY TWO THOUSAND FIVE HUNDRED AND NO/100---------- Dollars ($52,500.00), with interest at the rate of seven and 7/8 per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of

FIRST SECURITY BANK OF ROCK SPRINGS,

a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of THREE HUNDRED EIGHTY AND 63/100---------- Dollars ($ 380.63), commending on the first day of February, 1980, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 6, BLOCK 2, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

178235

RECORDED December 27 19 79 10:20 AM
IN BOOK 32 Mortgage PAGE 313
FEES $ Fae Yates COUNTY CLERK
SUBLETTE COUNTY [illegible], WYOMING

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

Released
Rel page 206

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be,

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2c)¢ for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (*a*) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, becomes due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment when due, of the indebtedness hereby secured, or of any instalment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the ... ... be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said KATHLEEN ANN COX wife of the said NEIL H. COX upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 21st day of December, 19 79

In the presence of--

NEIL H. COX

KATHLEEN ANN COX

THE STATE OF WYOMING)
) ss:
COUNTY OF SWEETWATER)

On this 21st day of December, 19 79, before me personally appeared NEIL H. COX and KATHLEEN ANN COX, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this 21st day of Decembe 19 79

[SEAL]

My commission expires

Notary Public.

STATE OF WYOMING)
) ss:
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

TRANSFER AND ASSIGNMENT

STATE OF WYOMING:

COUNTY OF SWEETWATER :

For value received the undersigned hereby transfers, assigns and conveys unto the Wyoming Community Development Authority right, title, interest, powers and options in, to and under that mortgage dated December 21, 1979 from Neil H. Cox & Kathleen Ann Cox, Husband and Wife to First Security Bank of Rock Springs as well as to the land described therein and the indebtedness secured thereby, which mortgage is recorded in Deed Book 32, Page 313, in the Office of the Clerk ~~xxxxxx~~ ~~xxxx~~ of Sublette County, Wyoming.

In witness whereof the undersigned has hereunto set its hand and seal, this 24 day of Dec., 19 79.

LOT 6, BLOCK 2, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

FIRST SECURITY BANK OF ROCK SPRINGS (Corporate Seal)

By: George Stahla
George Stahla, Assistant Vice-President

Attest: Vice-President & Cashier

Attest: Walton N. Cole
Walton N. Cole, Assistant Vice-President

The foregoing instrument was acknowledged before me by George Stahla this 24 day of Dec., 19 79.
Witness my hand and official seal.

My Commission Expires: August 8, 1983

Donna M. Ryan
Notary Public

WCDA-SFP FORM NO. 2-5
8/78

178233

RECORDED [illegible] AM
IN BOOK 32 Mortgage PAGE 316
[illegible] Deputy [illegible] BOOK

[redacted] [redacted] [redacted]

VA Form 26-6348b
OCT 1970
Acceptable to Federal National
Mortgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 19th day of December ,

19 79 , ROBERT G. COLEMAN and PHYLLIS A. COLEMAN, husband and wife, who,

whether one person or more, are herein called MORTGAGOR whose address is Box 763, Pinedale, Wyoming

hereby MORTGAGES

to MORTGAGEE, namely: FIRST SECURITY BANK OF ROCK SPRINGS

whose address is P.O. Box 1319, Rock Springs, Wyoming 82901

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

LOTS 8, 9 AND 10, BLOCK 23, HENNICK ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of FIFTY FOUR THOUSAND AND NO/100---------- DOLLARS

($ 54,000.00) with interest at the rate of seven & 7/8 per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of THREE HUNDRED NINETY ONE AND 55/100----------DOLLARS

($ 391.55), commencing on the 1st day of February , 19 80 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of January ,

2010 . By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded [illegible] in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page
Albany	186	434
Big Horn	262	79
Campbell	173	161A
Carbon	536	358
Converse	447	339
Crook	107	402
Fremont	70	181
Goshen	316	182
Hot Springs	90	70
Johnson	88A-20	37
Lincoln	87	296
Laramie	895	123
Natrona	306	623
Niobrara	242	108
Park	339	1
Platte	142	152
Sheridan	122	179
Sublette	26	91
Sweetwater	350	288
Teton	3	225
Uinta	278	447
Washakie	119	296
Weston	11	394

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

178234

RECORDED December 27 1979 10:24 AM
IN BOOK 32 Mortgage PAGE 317
FEES [illegible]

Rlsd. Bk 21 pg. 712 6-6-02
assigned to Bk 32 pg 319

317

IN WITNESS WHEREOF, the Mortgagor(s) ha ve hereunto set t h eir hand(s) the day and year first above-written.

ROBERT G. COLEMAN Mortgagor

PHYLLIS A. COLEMAN Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

On this 19th day of December , 19 79 , before me personally appeared ROBERT G. COLEMAN and PHYLLIS A. COLEMAN, husband and wife, , to me kn[illegible] person(s) described in and who executed the foregoing instrument, and acknowledged that th ey executed the same as their free act and deed.

[illegible] tary Public

My commission expires on the 8 day of August , 19 83

TRANSFER AND ASSIGNMENT

STATE OF WYOMING:

COUNTY OF Sweetwater :

For value received the undersigned hereby transfers, assigns and conveys unto the Wyoming Community Development Authority all right, title, interest, powers and options in, to and under that mortgage dated December 19, 19 79 from Robert G. Coleman & Phyllis A. Coleman, Husband & Wife to First Security Bank of Rock Springs as well as to the land described therein and the indebtedness secured thereby, which mortgage is recorded in Deed Book 32, Page 317, in the Office of the Clerk ~~xfxxxxx~~ ~~XXXXX~~ of Sublette County, Wyoming.

In witness whereof the undersigned has hereunto set its hand and seal, this 20 day of Dec., 19 79.

LOTS 8, 9 AND 10, BLOCK 23, HENNICK ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

FIRST SECURITY BANK OF ROCK SPRINGS (Corporate Seal)

By: George Stahla

Its: Assistant Vice-President

Attest: Vice-President & Cashier

Attest: Walter L. Cole

Its: Assistant Vice President

The foregoing instrument was acknowledged before me by George Stahla this 20 day of Dec., 19 79.

Witness my hand and official seal.

My Commission Expires: August 8, 1983

Notary Public

178236

Filed for record the 27th day of Dec. A.D. 1979 at 11:20 A.M.
In BOOK 32 Mortgage PAGE 319
FEES: $ No Charge COUNTY CLERK

WCDA MPP FORM NO. 203
8/78

Released BK 14 Rel. & Pg. 184

320

MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, SHERIDAN 1-32484

MORTGAGE

THIS MORTGAGE, made this 4th day of December, 19 79, between ROBERT J. GOODWIN and CATHERINE GOODWIN, husband and wife, of Fairbanks, Alaska, hereinafter referred to and the "Mortgagor," and FRANK J. MURRAY and LYNETTE MURRAY, husband and wife, of Sublette County, Wyoming, hereinafter referred as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Six Thousand and no/100 ----------

---

($ 6,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

The South ½ of Tract 6, Sheet 6, Hoback Ranches Subdivision, Sublette County, Wyoming, as set out on that certain Plat recorded May 4, 1976 in Book 31 of Misc., page 636, subject to the easements for roads and incidental purposes as set out on the Plat recorded May 4, 1976 in Book 31 of Misc., page 636, and to the covenants, conditions, restrictions and Easements in the Protective Covenants recorded May 4, 1976 in Book 31 of Misc., page 637.

Together with and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, subject to all easements and encumbrances of sight and record.

178307

RECORDED December 27, 19 79, 1:45 P.M.
IN BOOK 32 Mortgages, PAGE 320
FEES $5.00 Joan S. Lake, COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Lange

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Six Thousand and no/100---------- ($ 6,000.00) Dollars, together with interest thereon at the rate of ten per cent (10 %) per annum from December 4, 1979, until paid, according to the conditions of one (1) promissory note, dated December 4, 1979, the ultimate maturity date of which is November 4, 1982, which promissory note was executed and delivered by

ROBERT J. GOODWIN and CATHERINE GOODWIN

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than the insurable value for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of thirty (30) days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Robert J. Goodwin
ROBERT J. GOODWIN

Catherine Goodwin
CATHERINE GOODWIN

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF ALASKA
County of North Star } ss.

On this 4th day of December, 19 79, before me personally appeared

ROBERT J. GOODWIN and CATHERINE GOODWIN

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: 6/24/83

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] 22 20 00-CAS

MORTGAGE
(Participation)

This mortgage made and entered into this 27th day of December 1979, by and between Allen Equipment, Inc., a Wyoming corporation

(hereinafter referred to as mortgagor) and

Fossil Butte National Bank (hereinafter referred to as mortgagee), who maintains an office and place of business at Kemmerer, Wyoming.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Sublette, State of Wyoming:

THAT PART OF THE NE¼SW¼ OF SECTION 20, TOWNSHIP 30 NORTH, RANGE 111 WEST, 6TH P.M., SUBLETTE COUNTY, more particularly described as follows:

Commencing at a point on the north line of said NE¼SW¼, N.87°00.5'W., 296.82 feet from the northeast corner of said NE¼SW¼ where found a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T30N R111W C¼ S20 1976";
thence S.33°41.5'W., 395.02 feet to the POINT OF BEGINNING;
thence, S.87°00.5'E., 186.35 feet to a point;
thence, S.33°42'W., 444.07 feet to a point;
thence, N.87°00.5'W., 578.55 feet, more or less, to an intersection with the centerline of State Highway 189 on the arc of a curve to the left with a central angle of 18°16' and radius of 8594.42 feet;
thence, northeasterly, 450.21 feet, more or less, along said centerline with chord bearing N.34°59'E., 450.16 feet;
thence, S.87°00.5'E., 380.50 feet, more or less, to the POINT OF BEGINNING.

RECORDED
INDEXED
COMPARED

RECORDED [illegible] AM
IN BOOK [illegible]
FEES $ [illegible]
[illegible] COUNTY CLERK
[illegible]

Together with and including all buildings, all fixtures including but not limited to all plumbing, [illegible], lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part hereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated in the principal sum of $100,000.00; 14% interest, signed by president and secretary in behalf of Allen Equipment, Inc., a Wyoming corporation, Big Piney, Wyoming.

323 Rec'd Bk 12 Pg 145

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale or court proceeding, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In 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, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property 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 mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the 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.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the 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. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisement.*

6. In the event the 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 the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the 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. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory 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, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective 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.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

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

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at P. O. Box 368, Big Piney, Wyoming 83113
and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at P. O. Box 512, Kemmerer, Wyoming 83101.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

ATTEST:

Secretary

ALLEN EQUIPMENT, INC., a Wyoming corporation

President

Executed and delivered in the presence of the following witnesses:

(Add Appropriate Acknowledgment)

STATE OF WYOMING)
) ss.
COUNTY OF)

On this day of , 19 , before me personally appeared , President, and , Secretary, of ALLEN EQUIPMENT, INC., a Wyoming corporation, and to me known to be the persons described in and who executed the foregoing instrument as the free act and deed of said corporation, and who acknowledged same to me.

Notary Public

My commission expires .

MORTGAGE

TO

[redacted]

RECORDING DATA

[redacted]

RETURN TO:

Address

MORTGAGE

THIS MORTGAGE is made this 17th day of December, 19 79, between the Mortgagor, Capitola Fox (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A. - Kemmerer, a corporation organized and existing under the laws of the United States, whose address is 801 Pine Avenue, Kemmerer, WY 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Three Hundred Forty Thousand and 00/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated December 17, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 20, 1980;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Lincoln, and Sublette, State of Wyoming:

178319

RECORDED [illegible] IN BOOK [illegible] FEES $[illegible] COUNTY CLERK
[illegible], WYOMING

which has the address of [illegible] [Street] LaBarge [City],
Wyoming [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

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	Section	Township	Range
$SW\frac{1}{4}$ $SE\frac{1}{4}$; and $S\frac{1}{2}$ $SW\frac{1}{4}$	1		
$SE\frac{1}{4}$ $SE\frac{1}{4}$	2		
$E\frac{1}{2}$ $NE\frac{1}{4}$; and $SW\frac{1}{4}$ $NE\frac{1}{4}$; and $S\frac{1}{2}$	11		
$W\frac{1}{2}$ $W\frac{1}{2}$	12		
$NW\frac{1}{4}$; and $N\frac{1}{2}$ $SW\frac{1}{4}$; and $SE\frac{1}{4}$ $SW\frac{1}{4}$	14		
$NE\frac{1}{4}$	15		
All in		26N	114 W 6th P.M.

Containing 1200 acres, more or less,

and the following-described real property in Sublette County, Wyoming:

	Section	Township	Range
Lots 6, 9, 10, and 11	7		
Lots 6, 7, 8, 9, and 10	18		
All in		27N	115 W 6th P.M.

containing 288.62 acres, more or less,

A parcel of land situated in Sections 6, 7, and 18 described in particular by metes and bounds referred to the Public Survey as follows: Beginning at the Northwest corner of said Section 6, thence North 89 degrees 29 minutes East 1.19 chains, thence South 43 degrees 36 minutes East 34.89 chains, thence South 1 degree 0 minutes West 11.77 chains, thence South 17 degrees 58 minutes East 20.11 chains, thence South 4 degrees 29 minutes East 7.58 chains, thence South 0 degrees 54 minutes West 10.76 chains, thence South 21 degrees 21 minutes East 13.62 chains, thence South 29 degrees 34 minutes East 2.17 chains to an Eastern boundary line of Tract 38 of said Township and Range, thence South 0 degrees 31 minutes East 15.93 chains to Corner No. 8 of said Tract 38, thence East 8.78 chains on a North boundary line of said Tract 38, thence South 23 degrees 39 minutes East 10.62 chains, thence South 31 degrees 9 minutes East 9.72 chains, thence South 8 degrees 47 minutes East 6.90 chains, thence South 5 degrees 44 minutes East 11.55 chains, thence South 29 degrees 14 minutes East 0.17 chains to an Eastern boundary line of said Tract 38, thence South 0 degrees 45 minutes East 23.42 chains to Corner No. 6 of said Tract 38, thence West 20.00 chains to Corner No. 5 of said Tract 38, thence North 0 degrees 58 minutes West 40.00 chains to Corner No. 4 of said Tract 38, thence West 20.00 chains to Corner No. 3 of said Tract 38, thence North 0 degrees 20 minutes West 39.85 chains to Corner No. 5 of Tract 37 of said Township and Range, thence West 18.39 chains to Corner No. 4 of said Tract 37, thence North 0 degrees 45 minutes West 78.61 chains along the Range line between Ranges 115 West and 116 West to the place of beginning, containing 437.98 acres, more or less - 27N 115 W 6th P.M.

Subject to reservation of oil, gas, and other minerals; and subject to existing right of ways and easements now of record,

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for
is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

[redacted] [redacted] [redacted]

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgag
prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

24. This mortgage is given as additional security to further secure borrowings of Neil Lunde and Bonnie Lunde. Bonnie Lunde is the natural daughter of Capitola Fox, grantor, herein.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Capitola F. Fox
Capitola Fox —Borrower

—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this December 17, 1979 by
(date)

Capitola Fox
(person acknowledging)

My Commission expires:
November 20, 1982

Notary Public

Notary Public
County of Lincoln
State of Wyoming
My Commission Expires Nov. 20, 1982

(Space Below This Line Reserved For Lender and Recorder)

Rlse - Book 13, Page 352

8-21-86

333

MORTGAGE

THIS MORTGAGE is made this ....25th.... day of December, 19 79, between the Mortgagor, Ric Sosnoski and Rosemary Sosnoski (herein "Borrower"), and the Mortgagee, Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 821 Sage Ave. Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Four Thousand and no/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated December 26, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2010 .....

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lots 12, and 13, Cooley Third Addition to the Town of Pinedale, Sublette County, Wyoming.

178325

RECORDED December 28, 19 79, 4:33 PM
IN BOOK 32 of Mortgages, PAGE 333
FEES $12.00 Carol of Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of 449 S. Tyler Ave. Pinedale,
[Street] [City]
Wyoming 82941 (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground [illegible] provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage
manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, sh become additional
indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other t s of payment, such
amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shal or interest from the
date of disbursement at the rate payable from time to time on outstanding principal under the N unless payment of
interest at such rate would be contrary to applicable law, in which event such amounts shall bear inte t at the highest rate
permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to inc ny expense or take
any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of Property, provided
that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause theret related to Lender's
interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, i nnection with any
condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnatio are hereby assigned
and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secure by this Mortgage,
with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless b rower and Lender
otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proporti n of the proceeds
as is equal to that proportion which the amount of the sums secured by this Mortgage immediately p or to the date of
taking bears to the fair market value of the Property immediately prior to the date of taking, with the bal ce of the proceeds
paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make
an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is
mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the
Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend
or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of
such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured
by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner,
the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence
proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums
secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or
otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's
right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or
remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein
contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower,
subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several.
The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to
interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to
Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at
the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and
(b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to
such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this
Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national
use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering
real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the
event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect
other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this
end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time
of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred
by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to
this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise,
descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less
not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be
immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender
and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person
is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender
shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in
interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all
obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with
paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within
which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period,
Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The

[redacted] [redacted] [redacted]

proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X ..... --Borrower

X Rosemary Samulski .....
—Borrower

STATE OF WYOMING, Sublette COUNTY SS:

The foregoing instrument was acknowledged before me this December 28, 1979 by
(date)

Ric Samulski and Rosemary Samulski, Husband and wife
(person acknowledging)

My Commission expires:
July 28, 1980

Edwin R. Adams
Notary Public

Edwin R. Adams • Notary Public
County Of Sublette — State Of Wyoming
My Commission Expires July 28, 1980

(Space Below This Line Reserved For Lender and Recorder)

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337 Abstract Bk 11 pg 557

REAL ESTATE MORTGAGE

Donald B. Pope and Maisie A. Pope, Husband and Wife

72 South Taylor, P.O. Box124, Mableton mortgagor S , of

Sublette County, State of Wyoming , to secure the payment of the sum of

Four Thousand Five Hundred Twnety Nine and 76/100------ Dollars, due in 48 installments

with interest from date until paid at the rate of16.50 per cent. per annum, payable monthly

evidenced by their promissory note , of even date herewith, Donald B. Pope and

Maisie A. Pope, Husband and Wife do hereby mortgage and warrant to

CE TURY DIRECT SERVICE COMPANY, INC., whose address is Box 352, Casper, Wyoming 82602, Mortgagee, of Casper,

Na ona County, State of Wyoming, the following described real estate situate in the County of Sublette

in the State of Wyoming, to-wit:

Lots nineteen (19) and Twenty (20), Block 14, Marbleton, Wyoming, together with all improvements situate thereon; and together with an undivided 1/6th interest in a water well located on Lot 18, Block 14, Marbleton, Wyoming, including the pumping, storage and distribution.

178336

RECORDED November 21 1979 10:42 A.M.
IN BOOK 12 Mort Page 337
FEES $4.00 Dorothy Sublette COUNTY CLERK
BY DEPUTY

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws said State.

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises

and to keep the buildings thereon insured in a sum not less than agreeable to Mortgage

Dollars, during the life of this mortgage, in favor of and payable to the Mortgagee, and in case the Mortgagor Sshall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the Mortgagee, may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable and the

Mortgagee, its legal representatives or assigns may proceed under and by virtue of the provisions of Chapter 71, Article 2, Revised Statutes of Wyoming, 1931, or otherwise pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale the Mortgagee shall pay all sums due hereunder, together with all costs of sale and foreclosure, including

reasonable Dollars as attorney's fees.

[redacted] [redacted] [redacted]

And in case of any default whereby the right of foreclosure occurs hereunder, the said Mortgagee shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues, and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall at once be delivered to the said Mortgagee, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the said Mortgagee shall be entitled to a Receiver for said property and of the rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor ..., or of the 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 expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, and all rents, issues and profits, income and revenue of said property shall be applied by such Receiver, according to law and the order and directions of the Court.

All provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this mortgage has been executed this 29th day of November, 1979.

Signed, sealed and delivered in the presence of:

Donald D. Pope (SEAL)

(SEAL)

Maisie A. Pope (SEAL)

(SEAL)

STATE OF WYOMING)
ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Donald D. Pope and Maisie A. Pope, Husband and Wife this 29th day of November, 19 79.

Witness my hand and official seal.

My commission expires: , 19

Notary Public

ASSIGNMENT

For value received, the undersigned Mortgagee, does hereby sell, transfer and assign, with full recourse, the above Real Estate Mortgage, together with the Promissory Note secured thereby, with full recourse, to First National Bank, P. O. Box 40, Casper, Wyoming, its successors and assigns, with full power and authority to do every act and thing necessary to collect and discharge the same. This Assignment is subject to all of the rights, obligations and limitations of the Promissory Note described in this Mortgage, together with the Assignment endorsed thereon, to which reference is hereby made for all purposes.

EXECUTED and delivered this day of , 19 .

ATTEST:

CENTURY DIRECT SERVICE CO., INC.

Secretary

By:

Vice President

ACKNOWLEDGEMENT

STATE OF WYOMING)
ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by , Vice President of Century Direct Service Co., Inc. this day of , 19 .

Witness my hand and official seal.

My commission expires:

ROX ANN BEALL - Notary Public
County of Natrona State of Wyoming
My Commission Expires Oct. 27, 1981

Notary Public

MORTGAGE DEED

FROM

TO

STATE OF WYOMING,)
ss.
County of)

This instrument was filed for record at ... M., on the ... day of ..., A. D., 19 ..., and duly recorded in Book ... Page ...

No. ...

By ...

County Clerk and Ex-Officio Register of Deeds.

Deputy Clerk.

Fees, $ ...

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MURLAND M. MORSS and DONA RAE MORSS, husband and wife.

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-five Thousand and No/100 - -($25,000.00) - -Dollars, due 12/20/84 with interest from 12/20/79 at the rate of fourteen(14%) per cent per annum, [illegible] annually evidenced by one promissory note, of even date herewith, payable in five (5) annual payments of $7,100.00, which include interest,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P. O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Four (4) and Five (5) in Block Two (2) of the Jones Addition to the town of Pinedale, Sublette County, Wyoming, as said lots are depicted and described on the duly recorded plat thereof, together with all improvements thereon, easements and rights appertaining thereto; SUBJECT TO all reservations, restrictions, covenants, easements and other matters of public record.

178361

RECORDED January 2 1980 AM
IN BOOK 32 Mortgage PAGE 337
FEES $ 6.00 Ted Rake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RECORDED ✓
INDEXED ✓
COMPARED ✓

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 20th day of December A. D. 1979

In the presence of

Murland M. Morss
Dona Rae Morss

Misc Bk 11 p 308

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Murland M. Morss and Dona Rae Morss

this 20th day of December, 1979.

Witness my hand and official seal.

Jan W Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: Jan 5, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED

JAMES RANCH, INC., a Wyoming Corporation, of Daniel, Sublette County, Wyoming, mortgagor, to secure the payment of One Hundred Twenty Thousand Dollars ($120,000.00), due and payable in six (6) equal annual installments of Twenty Thousand Dollars ($20,000.00) per year on the 1st day of December of each year, starting December 1, 1980, together with accrued interest on the unpaid balance at the rate of six per cent (6%) per annum, said interest to start accruing as of the 1st day of December, 1979, and prepayments permitted in any amount at any time, in addition to the regular payments, any such prepayments to be applied first to accrued interest and then to principal, as evidenced by a Promissory Note of even date herewith, does hereby mortgage to KOCH RANCH, INC., a Wyoming Corporation, of Daniel, Sublette County, Wyoming, mortgagee, the following described real estate, situated in the County of Sublette, State of Wyoming, to-wit:

In Township 35 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming

Section 1: $SW\frac{1}{4}SW\frac{1}{4}$;
Section 11: $NE\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$;
Section 12: $W\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

Together with all improvements thereon, and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and the rights to the use of all ditches and reservoirs used in connection with or appertaining to the above described lands, or any of them, and together with all Taylor Grazing privileges; subject, however, to all mining, mineral and other exceptions, reservations, easements, rights of way and conditions of record.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises, and in case the mortgagor fails to pay such taxes and assessments, the mortgagee may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the highest legal rate.

178374

RECORDED ... 19 ... .M
IN BOOK ... PAGE 341
COUNTY CLERK

Released BK. 13 RLs, 643

335 14

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee or its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale they shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney's fees; provided, however, that the mortgagor shall have a 30-day grace period after the sums secured hereby shall become due and payable before it shall be considered to be in default hereunder.

Dated this 1st day of December, 1979.

JAMES RANCH, INC.,
a Wyoming Corporation

(Corp. Seal)

By: _____
President

Attest: _____
Secretary

STATE OF WYOMING :
: ss.
COUNTY OF SUBLETTE :

On this 3rd day of January, 1980, before me personally appeared Carroll James, to me personally known, who, being by me duly sworn, did say that he is the president of JAMES RANCH, INC., a Wyoming Corporation, described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Carroll

[redacted] [redacted] [redacted]

James acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 3rd day of January, 19 80.

NOTARY PUBLIC

My commission expires June 4, 1982.

143
337

REAL ESTATE MORTGAGE FORM FLB 208-RR (Rev. 1-77)

Date January 4, 1980

Robert W. Genner and Vicki A. Genner, husband and wife

Mortgagors,

of Sublette Wyoming In consideration of the advancement of the principal sum recited hereinafter described and the receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation, Douglas County, Nebraska, whose address is Farm Credit Building, Omaha Nebraska 68100,

Mortgagors' interest in oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; patents in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

SEC. RG.

A tract of land located in Lot 2 (also described as the SW¼ NW¼) of Section 19, more particularly described as follows: Beginning at a point which is South 89 degrees 45 minutes 07.1 seconds East a distance of 41.34 feet from the true West Quarter corner of said Section 19, said point also being on the center line of County Road 23-109, thence from point of beginning North 00 degrees 20 minutes 25 seconds East a distance of 1,010.00 feet, thence South 89 degrees 45 minutes 07.1 seconds East a distance of 431.29 feet, thence South 00 degrees 20 minutes 25 seconds West a distance of 1,010.00 feet, thence North 89 degrees 45 minutes 07.1 seconds West along the center line of said County Road 23-109, a distance of 431.29 feet to the point of beginning - - -

(4) That in the event Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as herein provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or [illegible] Mortgagee is required to pay expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with the mortgaged premises, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default in the note.

(5) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(6) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the default rate described in said note, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(7) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(10) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

Robert W. Genner (SEAL)
Robert W. Genner

Vicki A. Genner (SEAL)
Vicki A. Genner

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss.

On this 14th day of Jan., A.D., 1980, before me, a Notary Public in and for said County and State, personally appeared Robert W. Genner and Vicki A. Genner, husband and wife.

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires 2-1-81

Beverly J Hoffman
Beverly J Hoffman
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only
Loan No. 707-3-8494006 H
Assignment No.

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____ } ss.
COUNTY OF _____

This instrument was filed for record at _____ o'clock, ____M., on the _____ day of _____, 19__, and duly indexed and recorded in Book _____, Page _____, of the Real Estate Mortgage Records.

_____
County Recorder Register of Deeds

By _____
Deputy

Fee $ _____

[redacted] [redacted] [redacted] WYOMING

VA FORM 26-6348b
OCT 19[illegible]
Acceptable to Federal National Mortgage Association

MASTER FORM MORTGAGE

Assignment Book 12 Page 684

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 15th day of January, 1980, MACK W. RAWHOUSER and RUTH H. RAWHOUSER, who, whether one person or more, are herein called MORTGAGOR whose address is P. O. Box 505, Big Piney, Wyoming 83113 hereby MORTGAGES to MORTGAGEE, namely: Administrator of Veterans Affairs, an officer of the United States of America whose address is Veterans Administration, City of Washington, District of Columbia, his successors in office as such with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

That part of Lot 5 of the Antelope Flats Subdivision within the $SE\frac{1}{4}SE\frac{1}{4}$ of Section 12, T. 30 N., R. 112 W., of the 6th P. M., Sublette County, Wyoming, said Subdivision of record in the office of the County Clerk Sublette County, Wyoming, in Book 30 of Misc., page 571, and said part of Lot 5 is more particularly described as follows:
Beginning at the northwest corner of said Lot 5 coincident with the centerline of a roadway; thence, S. 02°32'25"E., (Continued on back)

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION laws of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal sum of THIRTY-THREE THOUSAND AND NO/100 - - - - - - - - - - - - - - - DOLLARS ($ 33,000.00) with interest at the rate of TEN per centum (10 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest being payable in monthly installments of TWO HUNDRED NINETY-NINE AND 88/100 - - DOLLARS ($ 299.88), commencing on the 1st day of February, 1980, and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of January, 2005. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	523
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	132	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	115	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

178473

RECORDED Jan 15 1980 4:45 P.M.
IN BOOK 32 Misc PAGE 346
FEES 6.00 COUNTY CLERK
SUBLETTE COU[illegible]
by Dan Eddy Jill Elkins

346

OP 26-888
January 1972

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

Mack W. Rawhouser
Mack W. Rawhouser Mortgagor

Ruth H. Rawhouser
Ruth H. Rawhouser Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 15th day of January , 1980 , before me personally appeared MACK W. RAWHOUSER and RUTH H. RAWHOUSER, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

Donna E. Sievers
Notary Public

My commission expires on the 22nd day of April , 1982 .

(Description, continued from front page)
243.00 feet along the said centerline identical with the west line of said Lot 5; thence S. 87°11'36"E., 300.00 feet; thence N. 02°32'25"W 243.00 feet to an intersection with the north line of said Lot 5; thence N. 87°11'36"W., 300.00 feet along said north line to the corner of beginning.

MORTG[redacted]ED—FORM NO. 4-A [redacted] THE RILEY CO. [redacted] 142484

MORTGAGE

THIS MORTGAGE, made this 15th day of January, 1980, between Terry R. Zumbrennen and Lynn Zumbrennen, husband and wife,

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and the Rock Springs National Bank, a United States banking corporation, doing business at 333 Broadway P. O. Box 880

of Rock Springs County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Twenty-two thousand and no/100

($22,000.00--) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lot Nine (9), Unit One (1), Orcutt Hill Subdivision as the same appears of record on the plat thereof filed for record in the office of the County Clerk for Sublette County, Wyoming, together with all improvements thereon;

178478

Mtge Bk 11 p 245

RECORDED January 16 1980 11:30 A.M.
IN BOOK 32 Mtg PAGE 348
FEES $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

348

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of-way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of *Twenty-two Thousand and No/100* - - -

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any court action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Terry R. Zumbrennen

Lynn Zumbrennen

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of *Sweetwater* } ss.

On this *15th* day of *January*, 19*80*, before me personally appeared

Terry R. Zumbrennen and Lynn Zumbrennen, husband and wife,

to me known to be the person*s* described in and who executed the foregoing instrument, and acknowledged that *they* executed the same as *their* free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: *May 24, 1981*

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19, before me personally appeared to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

357

Rel. Rec'd 10 19 80

MORTGAGE

THIS MORTGAGE is made this 10th day of January 19 80., between the Mortgagor, Robert G. Williams and Barbara M. Williams, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, n.a. - Kemmerer, a corporation organized and existing under the laws of the United States, whose address is 801 Pine Avenue Kemmerer, WY 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Eight Thousand and 00/100- Dollars, which indebtedness is evidenced by Borrower's note dated January 10, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 10, 1981;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lot 2, Block 10, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming.

178480

RECORDED Jan 16, 1980 10:45A M
IN BOOK 32 Mtg PAGE 357
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurie

which has the address of 231 North Fremont Ave. [Street], Pinedale [City], Wyoming 82941 [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Robert G. Williams .....
Robert G. Williams —Borrower

Barbara M. Williams .....
Barbara M. Williams —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this January 10, 1980 (date) by

Robert G. Williams and Barbara M. Williams
(person acknowledging)

My Commission expires:
November 20, 1982

Sharon R. Chapman
Notary Public

Sharon R. Chapman Notary Public
County of Lincoln State of Wyoming
My Commission Expires Nov. 20, 1982

(Space Below This Line Reserved For Lender and Recorder)

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MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JEANNETTE S. MOORE

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand and No/100 - -($12,000.00) - - - - Dollars, due 1/20/90 with interest from 1/7/80 at the rate of fourteen (14%) per cent per annum, payable monthly ~~annually~~ included in payments evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $186.32, first payment due 2/2/80

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Two (2) of the Cooley Second Addition to the Town of Pinedale, Wyom ng, together with all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior reservations of record.

178485

RECORDED Jan 16 1980 2:00 PM
IN BOOK 32 Mtg PAGE 355
FEES $6.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

The mortgagor agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 7th day of January A. D. 1980.

In the presehce of

Jeannette Moore
Jeannette S. Moore

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jeannette S. Moore,

, ,

this 7th day of January, 19 80.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/83

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

Released Book 12 Page 505

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-17-79)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by LOREN D. SPRINGSTEAD and SUSAN M. SPRINGSTEAD, husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 312, Pinedale, Wyoming, 82941, herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
1/16/80	$39,700.00	9	1/16/2013

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette:

Lot 11 Block 3 Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk in Book 33 of Miscellaneous, [redacted] 78.

[redacted] [redacted] [redacted]

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligatio : in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation or appraisal of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Box 820, Casper Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government the agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(24) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 16th day of January, 1980.

Loren D. Springstead
Loren D. Springstead

Susan M. Springstead
Susan M. Springstead

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Loren D. Springstead and Susan M. Springstead, this 16th day of January, 1980.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

(SEAL)

My commission expires: 4/22/82

Donna E. Sievers
Notary Public

178506

REGORDED Jan 16 1980 4:30PM
IN BOOK 32 Mtg PAGE 357
FEES 10.00 Lois J. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stivers

361

Loan No. 707-3 8174735

SUBORDINATION AGREEMENT

This Agreement made this 5th day of November, 1979 between The Federal Land Bank of Omaha (herein referred to as Bank), Richard A. Schaffer and Sylvia J. Schaffer, husband and wife (herein referred to as Lessors), and Nicholas Charles Leone and Mary Katherine Leone, husband and wife (herein referred to as Lessees). The parties recite and declare that,

WHEREAS, The Federal Land Bank of Omaha has made a loan to Alice M. Schaeffer in the original principal amount of $240,000.00, which loan is secured by a mortgage recorded in Book 27, Page 297, of the Mortgage Records of Sublette County, Wyoming, covering the following-described property:

	SEC.	TWP.	RG.
Lots 8 and 9; and S½ NW¼; and SW¼; and parts of Lots 3 and 4 described as follows: All of those fractional parts of Lots 3 and 4 described as commencing at a point on the East line of said Lot 3, 325 feet South of the Northeast corner of said lots under what is known as the old partition fence, running thence along said fence North 89 degrees West to the West boundary line of said Lot 4, thence South to the Southwest corner of Lot 4, thence East to the Southeast corner of said Lot 3, thence North to the place of beginning; and all that fractional part of Lot 5 described as follows: Commencing at a point 1,635 feet South of the Quarter corner on the North line of Section 3, running thence East along the partition fence known as the McGinnis and Mickelson fence to the Green River, thence in a Southeasterly direction along said Green River to the East and West Quarter line in said Section 3, thence Westerly along said East and West Quarter Section line to the center of said Section, thence North to the place of beginning	3		
Lot 1; and S½ NE¼; and SE¼ SW¼; and SE¼	4		
E½ NE¼	8		
Lots 1, 4, and 5; and N½ NE¼; and SW¼ NE¼; and NW¼; and N½ SW¼; and SE¼ SW¼; and W½ SE¼	9		
Lots 2, 3, and 7	10		
All in		27N	112 W 6th P.M.
Lots 6, 10, and 11; and W½ SW¼	23		
Lots 2, 3, and 10; and NW¼ SW¼; and W½ NW¼	26		
All in		28N	112 W 6th P.M.
N½ NE¼ and NE¼ NW¼ and SW¼ NE¼ (also described as Tract 48)	27		
W¼ NW¼ and SE¼ NW¼ of Section 27 and NE¼ NE¼ of Section 28 (also described as Tract 49)	27 & 28		
All in		28N	113 W 6th P.M.
W½ SW¼	25		
S½ S½	26		
S½ SE¼	27		
Lots 3 and 4 and N½ SE¼ and NE¼ (also described as E½)	34		
Lots 1, 2, 3, and 4 and N½ S½ and N½ (also described as All)	35		
All in		29N	114 W 6th P.M.

WHEREAS, Alice M. Schaffer, the owner of the above-described property, and Lessors have leased part of the above-described property to Lessees, which lease is dated May 1, 1975, a copy of which lease is attached, marked Exhibit A and incorporated herein by reference, and

WHEREAS, it is necessary that the mortgage held by the Bank be a first and prior lien upon said premises.

NOW, THEREFORE, for the reasons set forth above and in consideration of the mutual covenants and promises to the parties hereto, the Bank, Lessors and Lessees covenant and agree as follows:

178518

[redacted]

[redacted]

[redacted]

that all their right, title, and interest in and to the above-described real estate is and shall continue to be subject and subordinate in lien to the lien of the mortgage held by Bank, recorded in Book 27, Page 297, of the Mortgage Records of Sublette County.

(b) In consideration of the Lessors and Lessees so subordinating their interest to the mortgage held by Bank, the Bank has made the above-described loan to Alice M. Schaffer.

(c) This Agreement shall be binding upon an inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year last above written.

Richard A. Schaffer, Lessor

Nicholas Charles Leone, Lessee

Sylvia J. Schaffer, Lessor

Mary Katherine Leone, Lessee

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

On this 14 day of November, A.D., 19 79, before me, a Notary Public in and for said County and State, personally appeared Richard A. Schaffer and Sylvia J. Schaffer, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires 2-14-83.

Notary Public in and for said County and State

STATE Florida)
) ss.
COUNTY OF Broward)

On this 9th day of November, A.D., 19 79, before me, a Notary Public in and for said County and State, personally appeared Nicholas Charles Leone and Mary Katherine Leone, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires _____.

Notary Public, State of Florida at Large
My Commission Expires April 16, 1983
Bonded By American Fire & Casualty Company

Notary Public in and for said County and State

THE FEDERAL LAND BANK OF OMAHA

By The Federal Land Bank Association of Wyoming

By _____
Ronald M. Nagel, Assistant Vice Presi

The foregoing instrument was acknowledged before me on 1-16-1980, by Ronald M. Nagel, Assistant Vice President of the above-named Federal Land Bank Association, as Agent and Attorney-in-Fact, on behalf of and as the voluntary act and deed of The Federal Land Bank of Omaha, a corporation organized and existing under the law of the United States.

My commission expires 4-7-81.

Notary Public in and for said County and State

363 Misc Bk 11 pg 271

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GEORGE P. WESTMAN, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Eighteen Thousand Eight Hundred Nineteen and 90/100 Dollars, due 12/29/80 with interest from 12/29/79 at the rate of fourteen (14%) per cent per annum, payable at maturity evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 31 North, Range 109 West, 6th P. M., Wyoming:
Section 3: $E\frac{1}{2}SE\frac{1}{4}$
Section 10: $E\frac{1}{2}NE\frac{1}{4}$
Together with all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior reservations of record.

178526

RECORDED Jan 2 1980 3:00 P M
IN BOOK 32 Misc PAGE 363
FEES $6.00 Lavon J. Glade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurm

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 29th day of December A. D. 19 79.

In the presence of

George P. Westman
George P. Westman

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by George P. Westman ,

, ,

this 31st day of January , 19 80 .

Witness my hand and official seal.

Signature
Notary Public

Title of Officer

My Commission Expires: 1/2/83

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

Rec'd BC 21 pg 340 #45/a

STATE OF WYOMING
FHA Form 2196 m
(Rev June 1972)

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William E. Lanning & Ruth E. Lanning, Husband and Wife

herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FORTY THOUSAND AND NO/100----------Dollars ($ 40,000.00), with interest at the rate of Seven and 7/8 per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of First Security Bank of Rock Springs

a corporation organized and existing under the laws of Wyoming hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of TWO HUNDRED NINETY DOLLARS AND 04/100----------Dollars ($ 290.04), commending on the first day of March, 19 80, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 3, BLOCK 1, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

178558

Filed for record this 16th day of May A.D. 1980 at 3:45 o'clock P.M.
Recorded in Book 32 Misc. Page 365
Dorothy Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy Yoder Deputy

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth(1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(c) [redacted] entioned in the two preceding subsec [redacted] aph and all payments to be made under [redacted] d hereby shall be added together and the aggregate amount [redacted] of shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be,

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2c)¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments

3. If the total of the payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (*a*) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, becomes due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said Ruth E. Lanning wife of the said William E. Lanning upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 22nd day of January , 19 80

In the presence of—

William E. Lanning

Ruth E. Lanning

THE STATE OF WYOMING }
COUNTY OF SWEETWATER } ss:

On this 22nd day of January , 19 80, before me personally appeared William E. Lanning & Ruth E. Lanning, Husband & Wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 22 day of January , A.D. 19 80

NOTARY SEAL
My commission expires:
PUBL

Notary Public.

STATE OF WYOMING }
COUNTY OF } ss:

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

178559

TRANSFER AND ASSIGNMENT

STATE OF WYOMING:

COUNTY OF Sweetwater :

Jan 24 1980 at 10:30 A.M.
In Bk 32 Page 365
Filed for Record by Lou Clyde COUNTY CLERK
SUBLETTE COUNTY CLERK
Mark Recorded by Mc Lane

For value received the undersigned hereby transfers, assigns and conveys unto the Wyoming Community Development Authority all right, title, interest, powers and options in, to and under that mortgage dated January 22, 19 80 from William E. Lanning & Ruth E. Lanning, Husband & Wife to First Security Bank of Rock Springs as well as to the land described therein and the indebtedness secured thereby, which mortgage is recorded in Deed Book 32, Page 365, in the Office of the Clerk ~~XXXXX~~ ~~XXXXX~~ of Sublette County, Wyoming.

In witness whereof the undersigned has hereunto set its hand and seal, this 22 day of Jan., 19 80.

LOT 3, BLOCK 1, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

FIRST SECURITY BANK OF ROCK SPRINGS (Corporate Seal)

Attest: Vice-President & Cashier

By: George Stahla

Its: Assistant Vice-President

Attest:

Its: Assistant Vice-President

The foregoing instrument was acknowledged before me by George Stahla this 22 day of Jan., 19 80.
Witness my hand and official seal.

My Commission Expires: August 8, 1983

Notary Public

WCDA MPP FORM NO. 203
8/78

368

369

WHEN RECORDED MAIL TO:

WELLS FARGO MORTGAGE COMPANY
A California Corporation
P. O. Box 937 - 1701 Fourth St.
Santa Rosa, California 95402

178577

Jan 28, 8:00 A.M.
32 Mtg 369
6th Fee $ Yoder
COUNTY CLERK
SUBLETTE, WYOMING
by Dorothy M. Stine

WFMC No. 134713

Space above this line for Recorder's use.

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

WELLS FARGO MORTGAGE COMPANY, A California Corporation

all beneficial interest under that certain Deed of Trust dated August 18, 1978

executed by CHRIS CLYDE HADDOCK AND PATRICIA P. HADDOCK

, Trustors,

to MILLER & VIELE

, Trustee , and recorded as Instrument No. 168471

on August 22, 1978 , in Book 30 , Page 587 ,

of Official Records in the office of the County Recorder of SUBLETTE COUNTY, WYOMING
~~XXXXXXXXXXXXXXXXXXXXXX~~ together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated January 4, 1980

CENTURY FEDERAL SAVINGS & LOAN ASSOCIATION OF LONG ISLAND

By
Robert E. Lee, Vice President

By
Ralph Serzo, Assistant Vice President

STATE OF ~~CALIFORNIA~~ NEW YORK
COUNTY OF ~~SONOMA~~ NASSAU } ss.

On January 4, 1980
before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Lee, known to me to be the Vice President and Ralph Serzo, known to me to be the Ass't. Vice President of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public
My commission expires
New York

The Title Guaranty Company of Wyoming, Inc.
P. O. BOX 728
Pinedale, Wy. 82941
Title Company

Order No.

Loan No.

130-a

[redacted] [redacted] [redacted]

The land referred to in this policy is situated in the State of Wyoming
County of Sublette and is described as follows:

All of Tract No. 39, United States Government description and Survey in Township 28 North, Range 113 West of the 6th P.M., Sublette County, Wyoming. formerly described as the W½SW¼, SE¼SW¼ of Section 17, T.28N., R.113W., 6th P.M., Sublette County, Wyoming, EXCEPTING a tract of land in Tract No. 39, Section 17, T.28N., R.113W., 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the NW corner of said Proposed Field Compressor Site, from which the W¼ corner (brass cap) of said Section 17 bears N.32°35'W., 363.4 feet
Thence S.36°24'E., 125 feet to a point;
Thence S.53°36'W., 200 feet to a point;
Thence N.36°24'W., 125 feet to a point;
Thence N.53°36'E., 200 feet to the point of beginning.

Mtg. Rcds Book 12 Page 549 371

Checked by: [illegible]
LN #07-67-20383
January 23, 1980
WYOMING

VA FORM 26-6348b
OCT 1970
Acceptable to Federal National
Mortgage Association

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 23rd day of January ,

19 80 , JOSEPH ANDREW EDWARDS and PATSY RUTH EDWARDS, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is

114 West Rendezvous Street, Pinedale, Wyoming 82941 hereby MORTGAGES

to MORTGAGEE, namely: THE LOMAS AND NETTLETON COMPANY

whose address is 700 NORTON BUILDING, SEATTLE, WASHINGTON 98104

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

LOT 1, BLOCK 1 OF THE COOLEY EIGHTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of FIFTY FIVE THOUSAND AND NO/100---------- DOLLARS

--ELEVEN AND ONE-HALF--

($ --55,000.00--) with interest at the rate of / per centum (--11½-- %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of FIVE HUNDRED FORTY FIVE AND 05/100---------- DOLLARS

($ --545.05--), commencing on the 1st day of March , 1980 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of February ,

2010 . By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

IN WIT[redacted]OF, the Mortgagor(s) ha ve h[redacted] t heir hand(s) the day and [redacted] above-written.

Joseph Andrew Edwards
JOSEPH ANDREW EDWARDS Mortgagor

Patsy Ruth Edwards
PATSY RUTH EDWARDS Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 23rd day of January , 19 80 , before me personally appeared JOSEPH ANDREW EDWARDS and PATSY RUTH EDWARDS, husband and wife , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that t h ey executed the same as t h eir free act and deed.

Edwin R. Adams • Notary Public
County of Sublette State of Wyoming
My Commission Expires July 28, 1980

Edwin R. Adams
Notary Public

My commission expires on the 28th day of July , 19 80 .

178581

RECORDED January 28 19 80 12:15 P M
IN BOOK 33 Mortgage PAGE 371
FEES $6.00 Dora J. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

372

RLE. Book 12, Page 776

373

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN A. ZEBRE and XXXX

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John A. Zebre and
~~XXXXXXXXXXXXXXX~~ John A. Oja,
this 16th day of January, 1980.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at
o'clock M., on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

375 Misc Bk 10 pg 375

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HARVEY T. GRAHAM and NANCY A. GRAHAM, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of One Hundred Ten Thousand and no/100---------- Dollars, due 10 years with interest from date at the rate of twelve per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 119 monthly payments at $1,579.00 with adjustment on 120th payment

do hereby mortgage to STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) of Block Eighteen (18), Marbleton Townsite as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

178669

RECORDED Jan 30 1980 8:00 A M
IN BOOK 32 Misc PAGE 375
FEES $4.00 Certain & Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mills Ellis

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $110,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 16th day of January A. D. 1980.

the presence of

Harvey T. Graham

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Harvey T. Graham
Nandy A. Graham
this 16th day of January, 19 80.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at
o'clock M., on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED—FORM NO. 4½

377

Book 126 Pg 8

THE MILLS COMPANY/CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

SCOTT A. SCHERBEL and ELSA A. SCHERBEL, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Fifty Seven Thousand Five Hundred and no/100 Dollars, due 4/1/80 with interest from date at the rate of fourteen per cent per annum, payable S/P annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

Big Piney, Wyoming 83113

mortgagee, whose address is

the following described real state, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 3, Guio 3rd Addition to The Town of Big Piney,

Sublette County, Wyoming.

178670

Filed for record the 30 day of January 19 80 8:00 A M

In Book 32 Misc. Page 377

Fee $ 6.00 Lois J Yake COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Lewis Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $57,500.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 26th day of December A. D. 19 79.

In the presence of

Scott A. Scherbel

Elsa A. Scherbel

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Scott A. Scherbel, Elsa A. Scherbel

this 26th day of December, 19 79.

Witness my hand and official seal.

BETTY J. HOGG NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My Commission Expires: 9-1-81

Signature

Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

379

Rel Book 14, Pg 644

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARY LOU SMITH, a single woman

mortgagor, of Sublette County, State of Wyoming, to secure the payment of --Nineteen Thousand Five Hundred and no/100---- Dollars, due ten years with interest from date at the rate of 12 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Seven (7), Eight (8), and Nine (9), Block Fifty-two (52) Marbleton Townsite as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

178673

RECORDED June 30, 1980 8:00 A.M.
BOOK 32 Misc PAGE 379
Lou Ann Slade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $19,500.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 24th day of January A. D. 19 80.

In the presence of

[redacted] [redacted] [redacted]

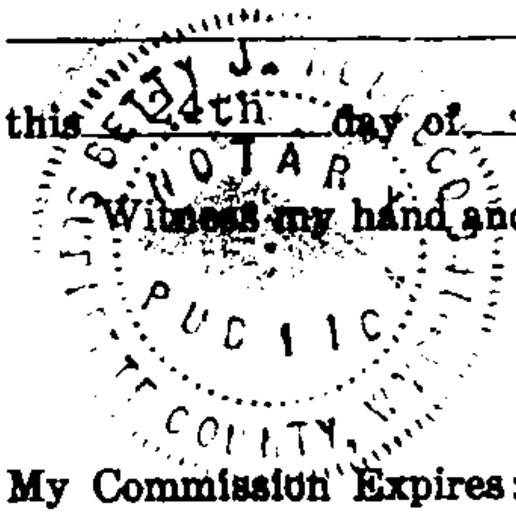
[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Mary Lou Smith

this 24th day of January, 1980.

Witness my hand and official seal.



Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

381 Mtg Bk 10 pg. 226

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That HAROLD P. FALER, BEULAH M. FALER and JUDSON B. FALER, mortgagors, of Sublette County, State of Wyoming, to secure the payment of EIGHTY THOUSAND DOLLARS ($80,000.00) due January 10, 1981, with interest from date at the rate of TWELVE PER CENT (12%) PER ANNUM, payable at maturity, evidenced by one promissory note, of even date herewith, DO HEREBY MORTGAGE to STATE BANK OF BIG PINEY, mortgagee, whose address is Big Piney, Wyoming 83113, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> East Half and Northwest Quarter of Block Two, Cooley First Addition to the Town of Pinedale, Wyoming, as the same appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,
>
> TOGETHER WITH the buildings and improvements situate thereon or appurtenant thereto,
>
> BUT SUBJECT TO the provisions of United States patents;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN Eighty Thousand and no/100 DOLLARS ($80,000.00) during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

178674

RECORDED Jan 30 1980 8:10 AM
IN BOOK 32 Mtg PAGE 381
FEE $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy W. S. Lane

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 10th day of January, 1980.

HAROLD P. FALER

BEULAH M. FALER

JUDSON B. FALER

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HAROLD P. FALER, BEULAH M. FALER and JUDSON B. FALER this 15 day of January, 1980.

Witness my hand and official seal.

My commission expires:

Notary Public

383

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOE L. MEEKS and DONNA J. MEEKS, husband and wife

Big Piney, Wyoming 83113

mortgagorS., of Sublette County, State of Wyoming, to secure the payment of Thirty Five Thousand and no/100---------- Dollars, due 6 months with interest from date at the rate of 14 per cent per annum, payable S/P annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 9, 10, 11 and 12, Block 45, Marbleton Townsite as the same appears of record on the map thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record, if any.

178676

RECORDED Jan 30 1980 8:00 A M
IN BOOK 32 Misc PAGE 383
FEES $6.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

The mortgagorS agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $35,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 28th day of December A. D. 19 79.

In the presence of

Joe L. Meeks

Donna J. Meeks

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Joe L. Meeks, Donna J. Meeks, this 28th day of December, 1979.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

385

Recorded Pg. 266

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DARREL D. ALEXANDER, A SINGLE MAN

mortgagor, of Sublette County, State of Wyoming, to secure the payment of

Forty five hundred and 00/100 Dollars, due 2 years

with interest from date at the rate of 14 per cent per annum, payable monthly ~~annually~~

evidenced by a promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY, A Wyoming Corp.

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Seven (7) of the Marincic Subdivision to Sublette County, Wyoming, as said lot is depicted and described on the duly recorded plat thereof in Sublette County, Wyoming.

178679

RECORDED Jan. 30 1980 8:00 A M
IN BOOK 32 Mtg PAGE 383
FEES $ 6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ellison

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than n/a Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 3 day of January A. D. 19 80.

In the presence of

Darrel D. Alexander

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Darrel D. Alexander, a single man

, ,

this 3 day of January, 19 80.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: 9-1-81

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

387

Rel of Mtg Bk 328

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, CHEYENNE 141302

Rel of Mtg Bk 10 pg 057

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Karen K. Kiever, a single woman

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Six thousand and 00/100 Dollars, due June 1, 80 with interest from date at the rate of 14 per cent per annum, payable maturity annually evidenced by a promissory note, of even date herewith,

do hereby mortgage to State Bank of Big Piney Big Piney, Wyoming 83113 mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

W½E½SE¼SE¼, S½W½E½NE¼SE¼, E½E½NE¼SE¼ Section2, Township 33 N., Range 111 W., 6th P.M. Sublette County, Wyoming, containing 25 acres more or less.

178697

RECORDED June 30 1980 4:30 P M
IN BOOK 32 Mtg PAGE 387
FEES $ Paid Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than n/a Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 28 day of January A. D. 1980.

In the presence of

Karen K. Kiever

State of Wyoming
County of Sublettte } ss.

The foregoing instrument was acknowledged before me by Karen K. Kiever

this 28 day of January, 1980.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: 9-1-81

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

389

Abst Book 11 pg 376

Mortgage

Noall Z. Tanner and Helene A. Tanner, husband and wife

Mortgagors, of 406 West Gentile Street, Layton, State of Utah, for a valuable consideration, and particularly to secure the loan represented by the note hereinafter mentioned, the receipt whereof is acknowledged, hereby mortgages to THE FIRST NATIONAL BANK OF LAYTON, LAYTON, UTAH, Mortgagee, all those premises in the County of Sublette, State of ~~XXXXX~~ WYOMING more particularly described as follows, to-wit:

ct 1: Township 30 NORTH, Range 106 West of the 6th P.M. Wyoming Section 4: Lots 2,3,4 SW¼ NE¼, S½ NW¼, SW¼;
nship 31 North, Range 106 West of the 6th P.M., Wyoming.
ction 22: N½ SE¼. SW¼ SE¼;
ction 23: N½ SW¼, SE¼ SW¼;
ction 25: SW¼NE¼. E½NE¼. N½SW¼, NW¼SE¼
ction 26: W½NE¼, SE¼NE¼, NE¼NW¼, NE¼ SE¼
ction 27: NW¼NE¼;

act 2: Township 31 North, Range 105 West of the 6th P.M., Wy..
ction 19: Lot 4, SE¼ SW¼.
ction 30: Lots 1,2,3,4, NE¼ NW¼, SE¼SW¼;
ction 31: Lot 1, NE¼NW¼
ction 32: E½ SW¼, SE¼;
CEPTING FROM SAID NE¼ NW¼ of said Section 31, the following described tract of land:
ginning at the Northwest corner of the N½NE¼ of said Section 31; thence Proceeding along the rtherly line of said Section 31, a distance of 140 feet; thence Southerly along a line parallel and 140 feet distant Westerly from the west line of the N½NE¼ of said Section 31, a distance of 320 feet, more or less, to the southerly line of the NE¼NW¼ of said Section 31; thence proceeding sterly along the southerly line of the NE¼NW¼ of said section 31, a distance of 140 feet, more to the Southwest corner of the N½NE¼ of said Section 31; thence proceeding northerly long the Westerly line of the N½NE¼ of said Sec. 31, a dist. of 1320 feet m or l, to the P.O.B.

178712

RECORDED 1980 12:00 P.M.
IN BOOK 33 Misc PAGE 307
FEES 7.00 Lavell Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy W. Williams

gether with all and singular the tenements, hereditaments, appurtenances, easements and rights of way thereunto be g or which may be hereafter acquired and used or enjoyed with said land.

ether also with all water and water rights belonging to or used upon or in connection with the said premises, how represented, and particularly all shares of stock in any company representing any such water or water rights.

ther also with the crops, rents, issues, profits and income from said premises with the right at any time after defa or maturity to collect the same, and, to enforce this provision, the Mortgagee or holder shall be entitled to the appo ent of a receiver.

her also with the tools, appliances, equipment, heating, plumbing and lighting facilities, machinery, supplies, fixtu and all personal property belonging to the mortgagors upon or within said premises used or proper or necessary to co stute the said premises a habitable, usable or operating unit—all said property being designated and deemed for the pose of this instrument a part of the realty.

his mortgage is given

FIRST: To secure an indebtedness in the principal sum of Four Hundred Sixty Nine Thousand, Sixty Three & 42/100 --- Dollars, evidenced by 3 promissory note S dated (*), made by the mortgagor to the mortgagee and payable at the times and place and in the manner with the rate of interest therein set forth:

(*)	Date of Loan	Amount.
	12-31-79	$170,000.00
	12-31-79	10,000.00
	12-31-79	289,063.42
		$469,063.42

SECOND: To secure payment of any and all extensions or renewals, and successive extensions or renewals of the notes above described or of the indebtedness represented by the same and of any other indebtedness secured by this mortgage, no matter how represented, and of the interest on all of the same, all of which extensions or renewals shall be optional with the mortgagee;

THIRD: To secure the payment of all other moneys hereinafter agreed or provided to be paid by the said mortgagor or which it is agreed the mortgagee may pay or expend for the protection of its lien hereby credited, with interest thereon.

The Mortgagor covenants with and in favor of the Mortgagee and the lawful holder of this mortgage as follows:

FIRST: That the word "mortgagor" and the language of this instrument, shall, where there is more than one mortgagor, be construed as plural and be binding on all mortgagors; and the word "mortgagee" shall be construed as including any lawful holder hereof; and both the words "mortgagor" and "mortgagee" shall be construed as including the heirs, executors, administrators and assigns of each, as the case may be.

SECOND: That the mortgagor is lawfully seized in fee simple of said premises and has the legal right to mortgage the same that said premises are free from all encumbrances, and that the mortgagor will warrant and defend the title against all claims.

THIRD: That the Mortgagors will not do or permit to be done upon or with said premises or the title thereto anything that may impair the security under this mortgage.

FOURTH: That said premises and the improvements thereon will at all times be preserved in substantial repair and in good order and condition.

FIFTH: That said premises will at all times be kept occupied and devoted to a beneficial use.

SIXTH: To procure and, during the terms of this mortgage and until all indebtedness thereunder is fully paid, to maintain fire insurance covering all improvements upon said premises in a sum not less than.....Dollars in a company designated or approved by the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, and to deposit with the Mortgagee the policy and all renewals or substitutions therefore and all premium receipts. That the Mortgagee shall not be obligated to procure or maintain or be responsible for the sufficiency of any insurance.

SEVENTH: To pay promptly all insurance premiums and all taxes, assessments, charges, fees, encumbrances, mechanic's liens, water rates and assessments and all other liens which may arise against said premises and (or) on this mortgage and (or) on the debt secured thereby, whether levied directly on said debt or mortgage or against the holder and owner thereof.

EIGHTH: To pay the cost of procuring and extending the abstract of title to said premises whenever that becomes necessary or proper, and to file the release of this mortgage when the indebtedness secured hereby shall be paid, and to pay all charges, costs and expenses, including a reasonable attorney's fee, for the collection of the indebtedness secured by this mortgage, and for enforcing or foreclosing this mortgage, or any covenant herein contained, or for any step or proceeding that may become necessary in protecting the title to said premises or the lien and security created by this mortgage.

NINTH: Should the mortgagor fail to pay or discharge any of the said insurance premiums, or any of said liens, taxes, assessments or other charges as are or may become a charge or encumbrance against said lands, ditch, water or water rights or capital stock as herein mortgaged, then the mortgagee may for its protection, at its option, pay said amount or amounts, and when so paid the same shall be due at once and shall draw interest from the date of such payment or payments, respectively, at the rate of ten per cent per annum.

TENTH: Should the mortgagor fail or refuse to make payment of said amount or amounts so paid by the mortgagee upon demand therefor, or should the mortgagor fail or refuse to make any payment of interest or principal, or any part thereof, upon the notes herein referred to according to the tenor thereof, or fail to perform or keep any of the covenants or agreements of this mortgage, then in any such event the holder hereof may at its option declare the entire amount of the mortgage debt, including interest accrued thereon and other charges herein provided for, as due and payable, and may thereupon proceed to foreclose this mortgage in the manner provided by law. In case of such foreclosure the decree therein at the option of the plaintiff, shall provide that said property shall be sold in one piece or parcel, and the mortgagor agrees to pay the costs and expenses of such foreclosure, including reasonable attorney's fees, and such sums as the holder of said mortgage may expend for an abstract, or for a search of title of said premises subsequent to said mortgage, all of which are secured by these presents, and in such suit of foreclosure the plaintiff shall be entitled, without notice, to the appointment of a receiver to take possession of said mortgaged property and premises and to collect and receive the income, rents, issues and profits thereof, and to exercise such other powers as the court shall confer, or the plaintiff, instead of applying for a receiver, at its option, may enter upon the property and collect the income, rents and profits thereof, the same being pledged as additional security for said indebtedness. Any failure on the part of the mortgagee or the holder to exercise its option on account of any prior default shall not waive or in any wise impair the right of the mortgagee or holder to accelerate maturity and to enforce and foreclose this mortgage on account of any other or subsequent default.

ELEVENTH: To pay promptly any deficiency that may remain after exhausting the security, and that a judgment for any such deficiency may be entered.

TWELFTH: The holder of this mortgage may, at any time, either before or after maturity, at its option, and without concurrence therein by the mortgagor, release from the lien hereof any part of the property covered hereby and the portion of the property not released shall not be affected by such partial release, but shall remain liable as security for the whole motgage debt, or such portion thereof as may remain unpaid; and the holder, without notice to or concurrence therein by the mortgagor, may extend the time of payment of this mortgage or any part thereof, and such extension shall be valid and binding upon the mortgagor, his grantees, successors and assigns.

THIRTEENTH: The mortgagor agrees that in the event of the passage after the date of this mortgage of any law of the State of Utah deducting from the value of property for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby for State or local purposes, or the manner of the collection of any such taxes so as to affect the interest of the owner and holder of this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon shall at the option of the owner and holder of this mortgage, without notice to any party, to become immediately due and payable.

FOURTEENTH: If any provision of the mortgage shall be held void, the same shall not affect any other provision hereof.

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand this 31st day

of December, 19 79.

STATE OF UTAH, }
COUNTY OF DAVIS } ss.

On this 31st day of December, 19 79, personally appeared before me Noall Z. Tanner

and Helene A. Tanner, husband and wife, personally known to me to be the signers

of the foregoing instrument, who daly acknowledged to me that they executed the same.

Notary Public—Residing at Layton, Utah

My commission expires the 10th day of July, 19 82

No.

Mortgage

TO

Recorded at the request of

at minutes past o'clock M.,

in Book of Mortgages,

page

Recorder County

By Deputy.

391

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That IVAN V. WALTON, mortgagor, of Sublette County, State of Wyoming, to secure the payment of ONE HUNDRED TEN THOUSAND FIFTY DOLLARS ($110,050.00), with interest from date hereof at the rate of NINE AND ONE-HALF PER CENT (9½%) PER ANNUM, payable annually, evidenced by one promissory note, of even date herewith, payable in four (4) successive annual installments of TWENTY-SEVEN THOUSAND FIVE HUNDRED TWELVE DOLLARS FIFTY CENTS ($27,512.50) each, the first of which to be paid on the 28th day of January, 1981, DOES HEREBY MORTGAGE to ROBERT W. WILSON and RUTH E. WILSON, husband and wife, mortgagees, whose address is Pinedale, Wyoming 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land in the S/2 SE/4 of Section 32, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of said S/2 SE/4, thence northerly along the west line of the S/2 SE/4 a distance of 558 feet;

Thence easterly and parallel to the south line of the S/2 SE/4 a distance of 2,420 feet;

Thence southerly and parallel to the west line of the S/2 SE/4 a distance of 558 feet to a point on the south line of the S/2 SE/4;

Thence westerly along the south line of the S/2 SE/4 a distance of 2,420 feet to the point of beginning,

Containing 31 acres;

TOGETHER WITH the buildings and improvements situate thereon or appurtenant thereto; AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;

BUT SUBJECT, HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements

178731

RECORDED Feb 5 1980 8:00 A M
IN BOOK 32 Misc PAGE 391
FEES $4.00 Lena J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and rights of way for roads, telephone lines, and electric transmission lines, whether of record or in actual use; AND SUBJECT FURTHER TO all irrigation and drainage ditches in and upon and over and across the above lands and all rights to use and enjoy and maintain the same, AND RESERVING UNTO SELLER the right and privilege to use and to maintain said ditches at all times hereafter; AND SUBJECT FURTHER TO all outstanding mineral interests;

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN NONE DOLLARS ($ NONE) during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees, their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

393 x 394

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 28th day of January, 1980.

Ivan V. Walton

IVAN V. WALTON

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by IVAN V. WALTON this 31st day of January, 1980.

Witness my hand and official seal.

Faye Hammons

Notary Public

My commission expires: 11/22/83

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

MORTGAGE

THIS MORTGAGE is made this 30th day of January, 19 80, between the Mortgagor, Leon E. Covell and Janice K. Covell, Husband and Wife (herein "Borrower"), and the Mortgagee, Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under the laws of United States of America whose address is 821 Sage Ave. Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand Five Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2010;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lot 1 Covell Subdivision, Sublette County, Wyoming.

* * * * * *

178735

Mod Bk 11 p 613

RECORDED February 2 19 80 2:01 M
IN BOOK 32 Misc PAGE 395
FEES $ 4.00 Lovina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

which has the address of Marilyn Street [Street], Big Piney [City], Wyoming 83113 [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The

proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Janice K. Covell
—Borrower

Leon E. Covell
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this January 30, 1980 (date) by

Leon E. and Janice K. Covell, Husband and Wife.
(person acknowledging)

My Commission expires:

7-14-82

Notary Public

Lincoln County
State of Wyoming
My Commission Expires July 14 1982

(Space Below This Line Reserved For Lender and Recorder)

AGREEMENT AMENDING THE TERMS SET FORTH

IN MORTGAGE

FIRST SECURITY BANK OF IDAHO, N.A.

This Indenture made at Idaho Falls, Idaho, Bonneville County, Idaho, January 15, 1980, by and between J. Monte and Maxine Wight, husband and wife, 402 E. Anderson, Idaho Falls, Idaho, 83401, hereafter referred to as Party of the First Part, and First Security Bank of Idaho, National Association, a Corporation of the United States of America, with its registered office at Boise, Ada County, State of Idaho, hereafter referred to as Party of the Second Part, Witnesseth:

Whereas, the Party of the First Part did on July 20, 1979, make, execute and deliver to the Party of the Second Part, a certain Note and Mortgage in the amount of Twenty Five Thousand and No/100 Dollars ($25,000.00) covering premises situated in Sublette County, State of Wyoming, hereinafter referred to and described as follows:

Tract twenty three(23), Sylvan Bay Subdivision, Sublette County, Wyoming.

And whereas the said Mortgage was recorded July 31, 1979, as Entry Number 175682 in the records of Sublette County, Pinedale, Wyoming, and provided the date of maturity to be January 15, 1980.

Now, Therefore, It Is Covenanted and Agreed as Follows:

1. That the maturity of said Note and Mortgage shall be extended to June 1, 1980.

That in all other respects, the conditions, provisions and terms contained in both the Note and Mortgage be, and the same are hereby ratified and confirmed.

In Witness Whereof, the Party of the First Part and the Party of the Second Part have hereunto set hands and seals the day and year first written above.

J. Monte Wight

Maxine Wight

Party of the First Part

178751

RECORDED Feb 7 1980 8:00 A M
IN BOOK 32 Misc PAGE 399
FEES $6.00 Laura J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

Released Lic 10 Page 631
399 Misc 31 pg 649

FIRST SECURITY BANK OF IDAHO, N.A.

By: _____
Its: V. P.
Party of the Second Part

STATE OF IDAHO)
COUNTY OF Bonneville) ss.

On this 15th day of January, 1980, before me the undersigned, a Notary Public in and for said state, personally appeared J. Monte and Maxine Wight, known to me to be the persons that executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public residing at Idaho Falls, Idaho
My Notary Expires: _____

STATE OF IDAHO)
COUNTY OF Bonneville) ss.

On this 15th day of January, 1980, before me the undersigned, a Notary Public in and for said state, personally appeared Lloyd H _____ known to me to be the Vice President of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public residing at Idaho Falls, Idaho
My Notary Expires: 10/24/82

MORTGAGE [redacted] —FORM NO. 4½ [redacted] THE [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

M. GLENN BLUEMEL and LOIS L. BLUEMEL, husband and wife

P. O. Box 491, Big Piney, Wyoming 83113

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Four Thousand and no/100---------- Dollars, due

with interest from date at the rate of ten per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, monthly payments @$84.99 beginning January 30, 1980 and 59 subsequent payments >

do hereby mortgage to John D. Amos and Bobbie L. Amos, husband & wife

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 3 Block 18 C. P. MacGlashon First Addition, Sublette County, Big Piney, Wyoming.

178753

Mod B11 p579

RECORDED Feb 1 1980 11:30 AM
IN BOOK 32 Misc PAGE 401
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $4,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 29 day of January A. D. 1980.

In the presence of

X

X

X M. Glenn Bluemel

X Lois L. Bluemel

401

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by M. Glenn Bluemel, Lois L. Bluemel, this 29th day of January, 1980.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page.

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGA[redacted]—FORM NO. 4½ [redacted] THE [redacted] RIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FIRST BAPTIST CHURCH OF PINEDALE,

mortgagor, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Twenty-five Thousand and No/100 - -($25,000.00) - - Dollars, due 2/1/81 with interest from 2/1/80 at the rate of twelve (12%) per cent per annum, payable at maturity ~~annually~~ evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract 1: The $N\frac{1}{4}NE\frac{1}{4}SE\frac{1}{4}$ Section 12, T. 38 N., R. 110 W., and Tract 2: $N\frac{1}{2}$ W 1/3 of the S 3/4 of the $NE\frac{1}{4}SE\frac{1}{4}$ Section 12, T. 38 N., R. 110 W., Together with all improvements and appurtenances thereunto appertaining; SUBJECT TO easements and rights of way of record or in use; SUBJECT TO an easement thirty (30) feet in width across the East end of Tract One for access to the balance of the $NE\frac{1}{4}SE\frac{1}{4}$ and the $SE\frac{1}{4}SE\frac{1}{4}$, Together with a right of way thirty (30) feet in width across the East edge of the $NE\frac{1}{4}SE\frac{1}{4}$ and the $SE\frac{1}{4}SE\frac{1}{4}$; and $S\frac{1}{2}$ W 1/3 of the S 3/4 of the $NE\frac{1}{4}SE\frac{1}{4}$, Section 12, T. 38 N., R. 110 W., TOGETHER WITH a right of ingress and egress through the $N\frac{1}{4}NE\frac{1}{4}SE\frac{1}{4}$, Section 12, T. 38 N., R. 110 W., and through the W 1/3 of the S 3/4 of the $NE\frac{1}{4}SE\frac{1}{4}$, Section 12, T. 38 N., R. 110 W.,

178758

RECORDED Feb 7, 19 80 3:00 P M
IN BOOK 32 Mtg PAGE 403
FEES $6.00 Laura J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Bellue

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 1st day of February A. D. 19 80.

In the presence of

FIRST BAPTIST CHURCH OF PINEDALE

By Gary L Shuver
Chairman, Board of Trustees

Ben L Sessions
Treasurer

Rel'd Bk 10 Pg 623

403

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Gary Shriver, Chairman of the Board of Trustees and Loren D. Springstead, Treasurer of First Baptist Church of Pinedale this 1st day of February, 19 80.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: Jan 5, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of)

This instrument was filed for record at ... o'clock ... M., on the ... day of ... A. D. 19 ... and duly recorded in Book ... on Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

[redacted] [redacted] [redacted]

MODIFICATION AGREEMENT

This Agreement, dated January 9, 19 80, is made by and between

Robert W. Wilson and Ruth E. Wilson

hereinafter called "borrower," and THE TRAVELERS INSURANCE COMPANY, of Hartford, Connecticut, hereinafter called "lender," in consideration of their mutual benefits and agreements herein contained.

1. This agreement applies to a certain promissory note, held by lender, dated August 24, 19 77, in the principal amount of $205,000.00, with the final payment due on January 1, 19 86, the maturity date of the note, and made by

Robert W. Wilson and Ruth E. Wilson

The note is secured by mortgage or deed of trust, also held by lender, dated the same date as the note, and made by the same maker(s) thereof, on property situated in the County of Sublette, State of Wyoming, and recorded in Vol. 29, page 253, of the land records.

2. The unpaid principal balance of the note on January 9, 19 80, is $ 193,000.00. Borrower promises and agrees to pay such unpaid balance and interest to lender according to the terms of the note and this modification agreement.

3. Borrower and lender agree that the payments on the following dates provided by the terms of the note are hereby changed to provide modified payments on such dates as follows:

And in consideration of the Release, by the lender, as to a part of the security described in said Mortgage, and which Partial Release is hereby acknowledged, the borrowers also hereby agree to pay interest on the remaining principal balance at the rate of ten percentum (10%) per annum from and after January 1, 1980. The principal or unpaid balance thereof, or any installment thereof due and unpaid, and all interest due and unpaid shall draw interest at the rate of twelve percentum (12%) per annum after maturity.

Any other payments on other dates provided by the terms of the note continue to be due and payable as provided by its terms.

4. Borrower promises and agrees to pay at the maturity of the note any unpaid balance of principal resulting from the modification set out in paragraph 3 above, in addition to any other unpaid balance provided by the terms of the note.

5. Nothing herein contained shall in any manner affect the priority or lien of the mortgage or deed of trust securing this note.

In witness whereof, this agreement has been duly executed by the borrower and lender.

THE TRAVELERS INSURANCE COMPANY
Lender

By _____
Thomas Montgomery) Vice President

_____
Robert W. Wilson

_____
Ruth E. Wilaon

_____

STATE OF Wyoming]
COUNTY OF Sublette] ss

The foregoing instrument was acknowledged before me this 14th day of January 1980, by Robert W. Wilson and Ruth E. Wilson

Witness my hand and official seal.

My notarial commission expires 11/22/83

Faye Hammons
Notary Public

FAYE HAMMONS Notary Public
County of Sublette — State of Wyoming
My Commission expires November 22, 1983

State of Connecticut, }
County of Hartford, } ss.

Before me, a notary public in and for said county and state, on this day, personally appeared **J. Thomas Montgomery** *and* , *to me known to be the identical persons who subscribed the name of The Travelers Insurance Company to the foregoing instrument as its Vice-President and* *Secretary, respectively, who, being by me duly sworn, did state that they are the Vice-President and* *Secretary of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them on behalf of said corporation by authority of its board of directors, and said* **J. Thomas Montgomery** *and* *acknowledged to me that they executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation.*

Given under my hand and seal of office this **1st** *day of* **February, 1980.**

Patricia H. Csaszar
Notary Public

My commission expires **March 31st, 1984** **(Patricia H. Csaszar)**

L-110 PRINTED IN U.S.A.

178766

RECORDED February 11 1980 8:00 A.M.
IN BOOK 32 MTG PAGE 405
FEES $ 7.50 Laura J. Yahl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Levine

[redacted] REAL [redacted] MORTGAGE FORM F[redacted]R (Rev. 1-77)

Date January 31, 1980

Jack J. Braten and Roberta Jane Braten, husband and wife.

, Mortgagors,

of Sublette County, Wyoming, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha, Douglas County, Nebraska, whose address
is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

SEC. TWP. RG.

Lot 2, Block 1, Redstone First Addition to the Town
of Pinedale,

178784

RECORDED February 12 19 80 3:00 P M
IN BOOK 32 Mortgage PAGE 407
FEES $6.00 Lois G. Fisher COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Together with all of the right, title, and interest of the Mortgagors in said property, including all buildings, improvements, fixtures or appurtenances now or hereafter acquired, including all apparatus, equipment, fixtures or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and the furnishings customarily or appropriately included by lessors to lessees including, but not limited to, mirrors, screens, windows, storm windows and doors, carpeting and other floor coverings, in-a-door beds, awnings, stoves, refrigerators, water heaters, air conditioners, humidifiers, hearth and fireplace equipment, all of which are declared to be a part of the real estate, whether physically attached thereto or not, and deemed a portion of the security for the indebtedness hereinafter described.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of FIFTEEN THOUSAND EIGHT HUNDRED AND NO/100 ---------- DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of March, 2000. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors agree to pay, if requested by Mortgagee, on each installment date, in addition to the sums required by the above-described promissory note, a sum equal to the amount determined by the Mortgagee required to accumulate, and pay the insurance premiums on policies of fire and other hazard insurance covering the mortgaged premises, and the real estate taxes and assessments due on the mortgaged premises 15 days prior to the due dates thereof. In the event that the sums accrued for the payment of the said premiums, taxes, or assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due date thereof. All sums received therefor shall be applied on the principal balance until such time as they are withdrawn by Mortgagee for the payment of said premiums, taxes, or assessments.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

Rel'd Bk 10 pg 648

407

(4) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default in the note.

(5) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(6) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the default rate described in said note, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(7) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(10) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

Jack J. Braten (SEAL)
Jack J. Braten

Roberta Jane Braten (SEAL)
Roberta Jane Braten

_____ (SEAL)

_____ (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF Wyoming
} ss.
COUNTY OF Sublette

On this 12th day of February, A.D., 1980, before me, a Notary Public in and for said County and State, personally appeared Jack J. Braten and Roberta Jane Braten, husband and wife.

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARY PUBLIC

My commission expires 8-13-83.

Ronald M Hagel
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only
Loan No. 707-3-8568515 H
Assignment No. _____

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____
} ss.
COUNTY OF _____

This instrument was filed for record at _____ o'clock, ___M., on the _____ day of _____, 19___, and duly indexed and recorded in Book _____, Page _____, of the Real Estate Mortgage Records.

_____
County Recorder Register of Deeds

By _____
Deputy

Fee $ _____

[redacted] [redacted] [redacted]

ASSIGNMENT OF MORTGAGE

For and in consideration of the sum of Ten and other cash dollars to the undersigned paid in hand, the receipt and sufficiency of which are hereby confessed and acknowledged, the undersigned, REPUBLIC NATIONAL BANK OF DALLAS, does hereby grant, bargain, sell, assign, transfer and set over, without warranties of title expressed or implied, to FIRST NATIONAL BANK OF MIDLAND, whose address is P. O. Box 1599, Midland, Texas 79702, that certain Deed of Trust, Assignment and Security Agreement dated December 15, 1976, from Read & Stevens, Inc., a Delaware corporation, as Mortgagor, to Lowell G. Winkler, Trustee, as Mortgagee, in the original principal amount of $875,000.00, which Deed of Trust, Assignment and Security Agreement is now of record in the Office of the Sublette County Clerk, State of Wyoming, in Book 28 at page 418.

EXECUTED this 25th day of January, 1980.

REPUBLIC NATIONAL BANK OF DALLAS

By Robert B. Wellhoff
Vice President

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 25th day of January, 1980, by [illegible] Vice President of Republic National Bank of Dallas, a national banking association, on behalf of said association.

Witness my hand and official seal.

My Commission Expires:

[illegible]

Notary Public

178798

RECORDED February 13 1980 4:30 PM
IN BOOK 32 Mtg PAGE 408
FEES $4.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

408 Rlsd Bk 11 Pg 534

409 Rlsd BK 16 Rcl pg 639

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-17-79)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by MARION ALENE WARDELL, a single woman,

residing in Big Piney, Sublette County, Wyoming, whose post office address is P. O. Box 156, Big Piney, Wyoming, 83113, herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
2/13/80	$34,000.00	9%	2/13/2013

178799

RECORDED Feb 13 1980 2:00 P.M.
IN BOOK 32 Mtg PAGE 409
FEES 10.00 Lois Yates COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy M. Thiele

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to insure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette:

tract of land in the East One-Half of the Southeast One-Quarter of Section 12, Township 30 North, Range 112 West of the 6th P. M., Sublette County, Wyoming, more particularly described as follows:
Beginning at the northwest corner of the $E\frac{1}{2}SE\frac{1}{4}$ of said Section 12; thence S. 00°07'W., along the west line of the $E\frac{1}{2}SE\frac{1}{4}$ a distance of 1577.93 feet; thence S. 37°40'E., 111.36 feet; thence N. 03°19'42"E., along the barbed wire fence a distance of 1661.04 feet to a point on the north line of the $E\frac{1}{2}SE\frac{1}{4}$; thence N. 87°13'W., along this north line a distance of 161.53 feet to the point of beginning.

[redacted] [redacted] [redacted]

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation or appraisal of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) [redacted]rument shall be subject to the present r[redacted] of the Farmers Home Administration, [redacted] uture regulations i[redacted]sistent with the express provisions here[redacted]

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Box 820, Casper Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government the agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(24) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 13th day of February, 1980.

Marion Alene Wardell

Marion Alene Wardell

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Marion Alene Wardell

_____, _____,

_____, this 13th day of February, 1980.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires [illegible]

Donna E. Sievers
Notary Public

(SEAL)

commission expires: 4/22/80

413

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That C. A. HARRIS and WANDA HARRIS, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000) due January 22, 1981, with interest from date hereof at the rate of FOURTEEN PER CENT (14%) per annum, payable at maturity, evidenced by one promissory note, of even date herewith, DO HEREBY MORTGAGE to STATE BANK OF BIG PINEY, mortgagee, whose address is Big Piney, Wyoming 83113, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land in Block 3 of the Faler Addition to the Town of Pinedale, Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point located 35 feet south of the northwest corner of Block 3 and on the west line of Block 3;

Thence, from said point of beginning, S 89° 51' 01.1" E, parallel to the north line of Block 3, a distance of 140.00 feet;

Thence south, parallel to the west line of Block 3, a distance of 159.99 feet;

Thence, N 89° 51' 01.1" W, parallel to the north line of Block 3, a distance of 140.00 feet to a point on the west line of Block 3;

Thence, north along the west line of Block 3 a distance of 159.99 feet to the beginning;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use for roads, electric transmission lines, telephone lines and irrigation and drainage ditches, AND SUBJECT FURTHER TO all outstanding mineral interests.

178807

RECORDED February 14 19 80 3:20 P M
IN BOOK 32 Mtg PAGE 413
FEES $ 8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Kline

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN Insurable value DOLLARS ($_____) during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorss shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 22nd day of January, 1980.

C. A. HARRIS

WANDA HARRIS

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by C. A. HARRIS ~~and WANDA HARRIS, husband and wife~~, this 29th day of January, 1980.

Witness my hand and official seal.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

taye Hammons
Notary Public

My commission expires:

STATE OF IDAHO)
) ss
COUNTY OF Bonneville)

The foregoing instrument was acknowledged before me by WANDA HARRIS this 1st day of Feb., 1980.

Witness my hand and official seal.

Dean R. Koontz
Notary Public

My commission expires: Aug. 6, 1984

DEAN R. KOONTZ NOTARY PUBLIC STATE OF IDAHO

MORTGAG[redacted] —FORM NO. 4½ [redacted] THE MIL[redacted] NDAM 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CECIL E. SKORCZ and FERN R. SKORCZ, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Twenty Thousand and no/100---------- Dollars, due S/P -

with interest from date at the rate of fourteen per cent per annum, payable S/P annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 1, ALSADE No. 2 SUBDIVISION
Being part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 20 and the $NW\frac{1}{4}NW\frac{1}{4}$ of Section 29 and $NE\frac{1}{4}NE\frac{1}{4}$ of Section 30, T 30N, R 111 W, Sublette County, Wyoming.

This mortgage is being recorded solely to correct an inadequacy in the acknowledgement, and to correct the spelling of the names of the grantors of that certain mortgage dated October 5, 1979, recorded October 22, 1979 in Book 32 of Mortgages on page 130.

178808

RECORDED February 14 1980 3:30 PM
IN BOOK 32 Mtg PAGE 416
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stein

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty Thousand and no/100--- Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 5th day of October A. D. 19 79.

In the presence of

Cecil E Skorcz

Fern R Skorcz

Rel'd Bk 44 Pg 590

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Cecil E. Skorcz

Fern R. Skorcz

this 5th day of October, 19 79.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGA[redacted]D—FORM NO. 4½ [redacted] [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Lewis A. Wilson Jr. and Bette Wilson

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty two thousand and 00/100 Dollars, due with interest from date at the rate of 10 per cent per annum, payable monthly annually evidenced by a promissory note, of even date herewith, do hereby mortgage to State Bank of Big Piney mortgagee, whose address is Big Piney, Wyoming 83113 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots 9 and 10, Block 15 of the C. P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming.

178809

RECORDED February 14 19 80 3:30 P M
IN BOOK 32 Mtg PAGE 418
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable value Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 19 day of May A. D. 19 78.

the presence of

Bette Wilson

Lewis A Wilson Jr

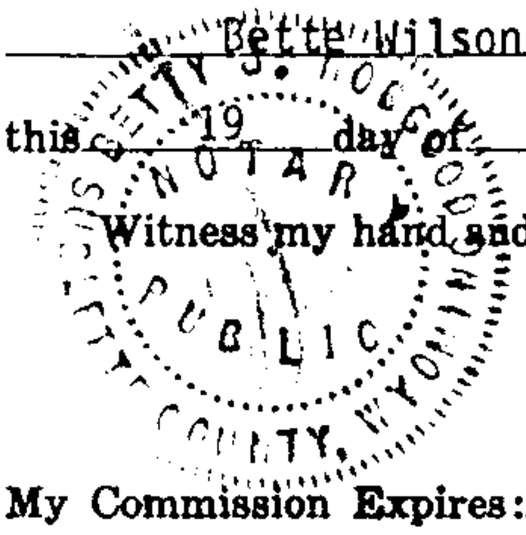
Released BK. 14 Rel. @ Pg. 207

418

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Lewis A. Wilson Jr.,
Bette Wilson, ,
this 19 day of May, 19 78.

Witness my hand and official seal.



Signature

Title of Officer

My Commission Expires: 9-1-81

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at
o'clock M., on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE [redacted] —FORM NO. 4½ [redacted] THE HILLS [redacted] IDAH 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM A. PATERA

mortgagor, of Sublette County, State of Wyoming, to secure the payment of ---Twenty Six Thousand Five Hundred and no/100-- Dollars, due ten years with interest from date at the rate of 14 per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 119 monthly payments of $412.00 with adjustment on 120th payment

do hereby mortgage to STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract 39 of the Tyler Subdivision, Sublette County, Wyoming, EXCEPTING the following described tract of land. Beginning at the southwest corner of Tract 39 of the Tyler Subdivision; thence from a point of beginning N. 16°25'E., a distance of 118.20 feet to a point; thence S. 73°35'E., a distance of 197.80 feet; thence S. 16°25'W., a distance of 86.37 feet to a point; thence N. 82° 58'W., a distance of 200.49 feet to the point of beginning.

178879

[illegible] 19[illegible]
[illegible] PAGE 420
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $26,500.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 15th day of February A. D. 19 80.

In presence of

420

421

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William A. Patera

this 15th day of February, 1980.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

The instrument was filed for record a

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No Fees, $

MORTGAGE DEED

Donald D. and Charlene G. Shriver, husband and wife
Mortgagor s, to secure the payment of $43,673.55

evidenced by A promissory note of even date herewith, do hereby mortgage to

Western Bank of Cody Box 1206 Cody, Wyoming 82414
mortgagee, the following described real estate, situated in the County of Sublette in the State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of said State, to-wit:

A parcel of land in the NW 1/4 NW 1/4 Section 31 T32N R108 W
Sublette County, Wyoming, containing approx 40Acres

178909

RECORDED 2 - 22 19 80 2:22 M
IN BOOK 24 MTG PAGE 422
FEES $ 4.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

The mortgagor s agree to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum equal to the mortgage indebtedness or the full value of said buildings, whichever amount is less, during the life of this mortgage, in favor of and payable to the mortgagee ; and in case the mortgagor shall fail to pay such taxes and assessments, and to keep said premises insured as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured, with the interest thereon, shall become due and payable, and the mortgagee may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable attorney's fee.

Dated this 20 day of February A. D. 19 80

STATE OF WYOMING)
ss.
COUNTY OF PARK)

On this 20 day of February 19 80, before me personally appeared Donald D. and Charlene G. Shriver, husband and wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

Linda L. Doyle Notary Public
County of Park State of Wyoming
My commission expires 4, 1983

Notary Public

STATE OF WYOMING)
PARK COUNTY) No. Recorded
CLERK'S OFFICE) Filed in this office in Book of MORTGAGES
for record at o'clock M Page

County Clerk and Ex-officio Register of Deeds

By
Deputy

INDEXED
ABSTRACTED
PHOTOSTATIC RECORDED

422 Rel Bk 16 Pg 543

433

Released BK 16 Rel pg. 629

STATE OF WYOMING
FHA Form 2136 m
(Rev. June 1972)

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That Felix Vincent Marchese and Brenda Marchese, husband and wife herein designated as Mortgagor, of Bondurant, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty-Four Thousand & 00/100 - - - - - - - - - - - - - - - Dollars ($ 44,000.00), with interest at the rate of Twelve per centum (12.00 %) per annum as evidenced by a promissory note of even date herewith to the order of Roger R. Post & Company, Inc.

a corporation organized and existing under the laws of California, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Four Hundred Fifty-Two & 76/100 - - - - - - - - - - - - - - - Dollars ($ 452.76), commencing on the first day of April, 19 80, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

The West 369.06 feet of the E½NE¼NW¼ of Section 24, Township 38 North, Range 114 West, 6th P.M., Sublette County, Wyoming, lying and being situate northerly of the center-line of State Highway 187 and 189.

178914

RECORDED Feb 27, 19 80 4:45 PM
IN BOOK 32 Misc, PAGE 423
FEES $8.00 Mary J. Yoke
SUBLETTE COUNTY CLERK
WYOMING
by Deputy Jill Jones

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(a) [redacted] s mentioned in the two preceding subsect[redacted]ragraph and all payments to be made und[redacted] ecured here- ...e added together and the aggregate amou[redacted]...ell be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same, and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 6 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and on default of making such repayments the whole amount hereby secured, if not then due, shall at the said Mortgagee's election, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within [redacted] from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the [redacted] time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the costs, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any such proceedings a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all the 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including actions in forcible entry or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 as such application without notice being hereby consented to by the Mortgagor on the Mortgagor's 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.

13. That 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.

And the said wife of the said upon the consideration aforesaid, hereby releases and forever quitclaim unto the Mortgage all her rights of homestead in and to the above described premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 25th day of February, 19 80

In the presence of:

Robert L. Bailey

Felix Vincent Marchese

Brenda Marchese

THE STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 25th day of February, 19 80, before me personally appeared Felix V. Marchese and Brenda Marchese, husband and wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said first having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this 25th day of February A.D. 19 80

[SEAL]

My commission expires Nov 12, 1982

Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of A.D. 19 and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

MORTGAGE

THIS MORTGAGE is made this ....20th.... ....day of. . .February....., 19.80., between the Mortgagor. . . John Allen and Cindy Allen, Husband and Wife ....(herein "Borrower"), and the Mortgagee. Rocky Mountain ....Federal Savings and Loan Association ...., a corporation organized and existing under the laws of. . . United States of America. ..... whose address is. . . 821 SAge AVe. ....Kemmerer,. Wyoming. 83101 ....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of. . . Thirty Five Thousand and..... .....no/100..... .....Dollars, which indebtedness is evidenced by Borrower's note dated. . .February 20,. 1980 . . . (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on. . March 1, 2010 ....

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of . . . Sublette ...., State of Wyoming:

The East ½ of Lot 2, and West ½ of Lot 3, Bloom Subdivision
Sublette, County, Wyoming.

* * * * * * *

178946

RECORDED Dec 21 1980 11:15 P M
IN BOOK 24 Misc PAGE 426
FEES $ 11.00 Stave Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Audrey M. Jones

which has the address of. . . Rt 2 . . Box . 32 . . . . . Pinedale. . . . . ,
[Street] [City]
. . . . Wyoming 82941 . . . . (herein "Property Address");
[State] [Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender, if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The

proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if Borrower: (a) pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

.....
-Borrower

.....
—Borrower

STATE OF WYOMING, LIncoln County ss:

The foregoing instrument was acknowledged before me this 2-20-80 (date) by

John Allen and Cindy Allen
(person acknowledging)

My Commission expires:

.....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGA[redacted]—FORM NO. 4½ [redacted] THE [redacted] NIBAR 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Robert M. Smith

ortgagor, of Sublette County, State of Wyoming, to secure the payment of

--Forty Two Thousand Seven Hundred Fifty and no/100 Dollars, due ten years

th interest from date at the rate of 14 per cent per annum, payable monthly ~~annually~~

denced by one (1) promissory note, of even date herewith, 119 monthly payments of $665.00 and adjustment on 120th payment

do hereby mortgage to

STATE BANK OF BIG PINEY

Big Piney, Wyoming 83113

ragee, whose address is

the following described real

situated in the County of Sublette, in the State of Wyoming, to-wit:

That part of the SE¼NE¼ of Section 35,T.30N.,R.112W, Sublette County, Wyoming described as follows: Beginning at a point N 84°48'W.1132.5 feet from the east one-quarter corner of Section 35 where found a quartzite stone 10" X 12" X 8" marked ¼ on top, Ss on side: thence N 87°14'W, 208.71 feet to a point; thence N 00°36'E.208.71 feet to a point; thence S 87°14'E.208.71 feet to a point; thence S 00°36'W.208.71 feet to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; encompassing an area of 1.000 acre, more or less; and,

That part of the SE¼NE¼ of Section 35, T.30N., R112W, Sublette County, Wyoming described as follows: Beginning at a point N 84°48'W. 1132.5 feet from the east one-quarter corner of said Section 35 where found a quartzite stone 10x12x8 inches marked ¼ on top, S_S on side; thence N 00°36'E. 208.71 feet to a point; thence S 87°14'E, 104.4 feet to a point; thence S 00°36'W,208.71 feet to a point; thence N 87°14'W, 104.4, feet to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB"; encompassing an area of 0.500 acre, more or less, together with all improvements and appurtenances thereon. Including but not limited to one (1) 1974 Chickasha Mobile Home, Serial # [illegible]439W.

subject, however, to all reservations, easements and rights-of-way of record.

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $42,750.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 26th day of February A. D. 19 80.

In the presence of

178355

Robert M. Smith

FILED for record this 3 day of March A.D. 19 80 at 9:44 o'clock A.M
and recorded in Book 34 Misc. of Mortgages, page 22
Jess B. Hansen Jr. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Lee Deputy

430 Rel'd 12/9/27

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert M. Smith

this 26th day of February, 1980.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 9/1/81

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees $

REAL ES[redacted]RTGAGE — TO SECURE FUTURE [redacted]ES — FORM NO. 4½-A [redacted]

REAL ESTATE MORTGAGE — TO SECURE FUTURE ADVANCES

Billy R. Dockham and Eileen Dockham, husband and wife

rtgagor S , of Sublette County, State of Wyoming , to secure the payment of

wenty five thousand and 00/100 Dollars, due Feb 25, 81

with interest from d ate at the rate of 14 per cent per annum, payable annually

evidenced by a promissory note , of even date herewith, and the payment of future advances made here-

nder with interest on each thereof at the rate of 14 per cent per annum from the time when made until paid, all such advances to be made and completed prior to the 25th day of February, 19 81, and maturing on the 25th day of February, 19 81 , which said future advances when made are to be evidenced by notes from said mortgagor S , to said mortgagee , and are to be as fully secured hereby as though the same were specifically described and set forth herein, but for no greater total amount, including the present loan and advances, than $25,000.00 Dollars, do hereby mortgage to

State Bank of Big Piney

ortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

ract in the NE¼ NW¼, Section 23, Township 37 North, Range 113 West. Sublette County, Wyoming.

178996

RECORDED Nov 3 1980 8:00 AM
IN BOOK 3-A 1469 PAGE 432
FEES $4.00 Sara J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Norma Kay Williams

The mortgagor S agree to pay the indebtedness hereby secured, including the amount of the present loan and future advances, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable value Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee , its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 25 day of Febr ary A. D., 19 80.

In the presence of

Rel Bk 11 pg 195

432

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF WYOMING,
County of Sublette } ss.

On this 25 day of February, 1980, before me personally appeared Billy R. Dockham and Eileen Dockham, husband and wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, the day and year in this certificate first above written.

My commission expires on the 1st day of September A. D. 19 81.

CORPORATION ACKNOWLEDGEMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this day of A. D. 19 .

Notary Public.

My commission expires on the day of A. D. 19 .

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

REAL EST[redacted]TGAGE — TO SECURE FUTURE .[redacted]S — FORM NO. 4½-A [redacted]

REAL ESTATE MORTGAGE — TO SECURE FUTURE ADVANCES

Michael R. Nystrom aka Mike Nystrom and Patricia S. Nystrom,
husband and wife

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of
One hundred twenty five thousand and 00/100 Dollars, due Mar 1, 1981
with interest from date at the rate of 14 per cent per annum, payable annually
evidenced by one promissory note , of even date herewith, and the payment of future advances made here-
under with interest on each thereof at the rate of 14 per cent per annum from the time when made until paid, all such
advances to be made and completed prior to the 1st day of March , 19 81,
and maturing on the 1st day of March , 1981, which said future ad-
vances when made are to be evidenced by notes from said mortgagor S , to said mortgagee , and are to be as fully se-
cured hereby as though the same were specifically described and set forth herein, but for no greater total amount, including
the present loan and advances, than $125,000.00 Dollars, do hereby mortgage to
State Bank of Big Piney, A Wyoming Corporation
mortgagee, of Sublette County, State of Wyoming the following described real
estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Twenty one (21),
Hennick First Addistion to the Town of Pinedale, Sublette County, Wyoming.

178999

[redacted] COUNTY CLERK
PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, including the amount of the present loan and future advances, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable value Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee , its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 26 day of February A. D., 1980.

In the presence of

Rlsd Bk 11 pg 413

430

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF WYOMING,
County of Sublette } ss.

On this 26 day of February, 19 80, before me personally appeared Mike Nystrom and Patricia S. Nystrom

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal, the day and year in this certificate first above written.

Notary Public

My commission expires on the 1st day of September A. D. 19 81.

CORPORATION ACKNOWLEDGEMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this day of A. D. 19.

Notary Public.

My commission expires on the day of A. D. 19.

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

REAL EST[redacted]RTGAGE — TO SECURE FUTURE A[redacted]S — FORM NO. 4½-A [redacted]

REAL ESTATE MORTGAGE — TO SECURE FUTURE ADVANCES

Michael R. Nystrom aka Mike Nystrom and Patricia S. Nystrom,

husband and wife

Mortgagor S , of Sublette County, State of Wyoming , to secure the payment of

One hundred twenty five thousand and 00/100 Dollars, due Mar 1, 1981

with interest from date at the rate of 14 per cent per annum, payable annually

evidenced by one promissory note , of even date herewith, and the payment of future advances made here-

under with interest on each thereof at the rate of 14 per cent per annum from the time when made until paid, all such

advances to be made and completed prior to the 1st day of March , 1981 ,

and maturing on the 1st day of Mar , 19 81 which said future ad-

vances when made are to be evidenced by notes from said mortgagor S , to said mortgagee , and are to be as fully se-

cured hereby as though the same were specifically described and set forth herein, but for no greater total amount, including

the present loan and advances, than $125,000.00 Dollars, do hereby mortgage to

State Bank of Big Piney, A Wyoming Corporation

mortgagee, of Sublette County, State of Wyoming the following described real

estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

Tracts 34, 42, 48, and 49 of C L Bar Ranches, an addition to Sublette County, Wyoming as depicted and described on the duly recorded plat thereof which was filed and recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

178990

Used B11 p-190

RECORDED Mar 3 1981 8:00 A.M.
BOOK 34 MTG PAGE 436
FEES $6 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[illegible]

The mortgagor S agree to pay the indebtedness hereby secured, including the amount of the present loan and future advances, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than n/a Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee , its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 26 day of February A. D., 19 80 .

In the presence of

436

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF WYOMING,
County of Sublette } ss.

On this 26 day of February, 19 80, before me personally appeared Mike Nystrom and Patricia S. Nystrom

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal, the day and year in this certificate first above written.

Notary Public

My commission expires on the 1st day of September A. D. 19 81.

CORPORATION ACKNOWLEDGEMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this day of A. D. 19.

Notary Public.

My commission expires on the day of A. D. 19.

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees, $

MORTGAGE

THIS MORTGAGE is made this 29th day of February, 19 80, between the Mortgagor, Sylvester D. Walker and Marguerite Walker, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A. Rock Springs, a corporation organized and existing under the laws of United States of America, whose address is P.O. Box 940 Rock Springs, Wyoming 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand and no/100- ($15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 29, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 28, 1990;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

LOT TWO (2), BLOCK FOUR (4) OF THE COOLEY SEVENTH ADDITION

TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

17959

RECORDED March 4 1980 AT 9:30 A.M.
IN BOOK 332 M&P PAGE 438
SUBLETTE COUNTY CLERK
PINEDALE WYOMING

Kathleen Whitlow

which has the address of 415 South Sublette [Street], Pinedale [City], Wyoming [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

U38 Misc Bk 12 Pg 58

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X .....
Sylvester D. Walker —Borrower

X .....
Marguerite Walker —Borrower

STATE OF WYOMING, ...County ss:

The foregoing instrument was acknowledged before me this .....(date) by.....

.....
(person acknowledging)

My Commission expires:

.....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted]

Checked by: [illegible]
LN #02-67-[redacted]
December 1[redacted]79

STATE OF WYOMING
FHA Form 2196 m
(Rev. June 1972)

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That
DALE ARONSON, an unmarried man
herein designated as Mortgagor, of 322 South Tyler Avenue, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FIFTY THREE THOUSAND AND NO/100---------- Dollars (S --53,000.00--), with interest at the rate of --ELEVEN AND ONE-HALF-- per centum (--11 1/2--%) per annum as evidenced by a promissory note of even date herewith to the order of

THE LOMAS AND NETTLETON COMPANY

a corporation organized and existing under the laws of the state of Connecticut, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FIVE HUNDRED THIRTY NINE AND 01/100---------- Dollars (S --539.01--) commending on the first day of February, 19 80, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2005, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Section 1:

A TRACT OF LAND SITUATED IN LOT 1 T. 33 N., R. 109 W., 6th P.M., SUBLETTE COUNTY, WYOMING, and more particularly described as follows: Beginning at a point south 50 feet from the Southwest corner of Block 11, Patterson's First Addition to the Town of Pinedale; thence East 110.00 feet to the point of beginning of this tract of land; thence, South 179.98 feet; thence, East 145.00 feet; thence, North 114.98 feet; thence, West 115.00 feet; thence, North 65.00 feet; thence, West 30.00 feet to the point of beginning

Re-recorded to show correct signature and notary acknowledgement

179032

RECORDED March 4 1980 11:47 AM
IN BOOK 32 Misc PAGE 442
FEES $8.00 Lana J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Stone

178197

RECORDED February 7th 19 80 3:21 PM
IN BOOK 32 Misc PAGE 316
FEES $8.00 Lana J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth(1/12)of one half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby, (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; or

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (or lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) XXXXXXXXXXXX for each dollar (each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby, until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents; and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That [illegible] case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon [illegible] proceeds, if any, shall be paid by the Mortgagee on demand to the Mortgagor. There shall be [illegible] and [illegible] foreclosure attorney's fee. In case the Mortgagee shall fail promptly to

Page [redacted] Three [redacted] [redacted]

force [redacted] on the happening of any default, it shall thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue [redacted] shall not be prejudiced in its foreclosure [redacted] in case of another default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 such Receiver shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor at the time of the appointment 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 expense, 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 Mortgagor's 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.

13. That the covenants hereof shall extend to and be binding upon, 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.

And the said N/A wife of the said N/A upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF the Mortgagor(s) has hereunto set his hand(s) this 19th day of December, 1979.

In the presence of his attorney-in-fact

Dale Aronson, by Patrick C. Mattimoe

DALE ARONSON, by Patrick C. Mattimoe
his attorney-in-fact

THE STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 19th day of December, A.D., 1979, before me, the undersigned, a Notary Public in and for the State of Wyoming, duly commissioned and sworn, personally appeared Patrick C. Mattimoe as attorney in fact of Dale Aronson therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Dale Aronson for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Dale Aronson is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Wyoming

My Commission expires July 31, 1983

COUNTY OF

Filed for record the day of A.D. 19 at o'clock M., and duly recorded in Book of Page

County Clerk and ex-officio Register of Deeds

By Deputy

444

MORTG/ [redacted] —FORM NO. 4[illegible] [redacted] [redacted] RIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GERALD R. FLUGEL and BONNIE J. FLUGEL, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Twenty-five Thousand Five Hundred and No/100($25,500.00) Dollars, due 2/28/85 with interest from 2/25/80 at the rate of fifteen(15%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note , of even date herewith, payable in 60 monthly payments of $606.65 which include interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

gee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real

tate, situated in the County of Sublette , in the State of Wyoming, to-wit:

Lots 16 and 17 of the Industrial Site, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Official Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

179083

Book Mis 11 pg 33
RECORDED March 4 19 80 3:00 PM
IN BOOK 32 Misc PAGE 445
FEES $6.00 Kara J Clark COUNTY CLERK
SUBLETTE [illegible] WYOMING
Agt. Kathy W Kline

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 25th day of February A. D. 19 80.

In the presence of

Gerald R. Flugel

Bonnie J. Flugel

445

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Gerald R. Flugel and Bonnie J. Flugel

this 25th day of January, 1980.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of }

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees, $

STATE OF WYOMING
FHA Form 2196 m
(Rev June 1972)

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Preston Scott Mansor and Linda Diane Mansor, husband and wife herein designated as Mortgagor, of P.O. Box 684 Marbleton, Wyoming, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Six Thousand Dollars and No/100---------- Dollars ($ 46,000.00), with interest at the rate of Twelve per centum (12.000 %) per annum as evidenced by a promissory note of even date herewith to the order of Provident Federal Savings & Loan Association of Casper POst Office Box 1850 Casper, Wyoming 82602, a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Four Hundred Seventy Three Dollars and 17/100---------- Dollars ($ 473.17), commending on the first day of April, 1980, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March 1, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

Lot 4, Block 4, Ball First Addition to the Town of

Marbleton, Sublette County, Wyoming.

179067

RECORDED Mar 6 1980 8:00 AM
IN BOOK 32 Misc PAGE 442
FEES $8.00 Lee J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to (last to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

Released B 13, P. 330
1 25 86

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered _____ 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclo [redacted] happening of any default, it shall [redacted] be prejudiced in its right of forec[redacted]ny time thereafter during which such default shall continue and sh... not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said Linda Diane Mansor wife of the said Preston Scott Mansor upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF the Mortgagor(s) has hereunto set my hand(s) this 26th day of February 1980.

In the presence of —

Preston Scott Mansor

Linda Diane Mansor

THE STATE OF WYOMING }
} ss:
COUNTY OF SUBLETTE }

On this 26th day of February, 19 80, before me personally appeared Preston Scott Mansor and Linda Diane Mansor, husband and wife of P.O. Box 684 Big Piney, Wy 83113 to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and official seal, this 26th day of February, A.D. 1980

[SEAL]

My commission expires

Notary Public.

STATE OF WYOMING }
} ss:
COUNTY OF }

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

450 Book 32 M/Mg 114

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Fredrick J. Samulski, Rosemary Samulski, Donald F. Tegeler and Jill M. Tegeler

d/b/a Sublette County Court Club, A Partnership

Mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

Twenty five thousand and 00/100 Dollars, due Mar. 1, 81

with interest from date at the rate of 16 per cent per annum, payable annually

evidenced by a promissory note, of even date herewith,

do hereby mortgage to

State Bank of Big Piney, Wyoming

mortgagee, whose address is Big Piney, WYoming

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

South Thirty Feet, Lot Two (2), Three (3) and Four (4), Block One (1), Feltner Addition tothe Town of Pinedale, Sublette County, Wyoming

179:75

RECORDED March 6 19 80 2:45 PM
IN BOOK 32 M/Mg PAGE 450
FEES $ 6.25 Lou Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ellis

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable value Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable value Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 3 day of March A. D. 19 80.

In the presence of

Fredrick Samulski

Rosemary Samulski

Donald F. Tegeler

Jill M. Tegeler

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Fredrick J. Samulski, Rosemary Samulski, Donald E. Tegeler, Jill M. Tegeler, this 3 day of March, 19 80.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: My Commission Expires February 21, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19, and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

457

452 Rlsd Bk 13 Pg 273 by FMCO

WHEN RECORDED MAIL TO:
WELLS FARGO MORTGAGE COMPANY
5248 Pinemont Drive
Murray, Utah 84107

STATE OF WYOMING
FHA Form 2196 m
(Rev June 1972)

WFMC# 163001-38

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That CHARLES E. JOHNSON AND NELLIE B. JOHNSON, husband and wife,
herein designated as Mortgagor, of West Coyote Trail, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FIFTY EIGHT THOUSAND FIVE HUNDRED AND NO/100**** Dollars ($ 58,500.00), with interest at the rate of THIRTEEN***** per centum (13.00 %) per annum as evidenced by a promissory note of even date herewith to the order of WELLS FARGO MORTGAGE COMPANY, a California corporation, 1701 Fourth Street, Santa Rosa, California 95404, a corporation organized and existing under the laws of California hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of SIX HUNDRED FORTY SEVEN DOLLARS AND 13/100***** Dollars ($647.13), commending on the first day of May, 19 80, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2010, hereby mortgages to said Mortgagee the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 18 OF THE HALF MOON MOUNTAIN SUBDIVISION, THIRD FILING, SUBLETTE COUNTY, WYOMING.

179095

RECORDED March 7, 19 82 3:22 P M
IN BOOK 5 of Misc
FEES $ 5.00
FAGE 452
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy Wilson

including all buildings and improvements thereon (or that may hereafter be erected thereon), together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one twelfth(1/12)of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (or lien of mortgage insurance premium) as the case may be;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder, the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, becomes due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the as stated time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said *NELLIE B. JOHNSON* wife of the said *CHARLES E. JOHNSON* the consideration aforesaid does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this *3rd* day of *March*, 19 *80*

In the presence of --

CHARLES E. JOHNSON

NELLIE B. JOHNSON

THE STATE OF WYOMING)
) ss.
COUNTY OF *SUBLETTE*)

On this *3rd* day of *March*, 19 *80*, before me personally appeared *CHARLES E. JOHNSON AND NELLIE B. JOHNSON* to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that *they* executed the same as *their* free act and deed including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Edwin R. Adams Notary Public
County of Sublette — State of Wyoming
My Commission Expires July 28, 1980

My commission expires July 28, 1980

Edwin R. Adams
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

Fees $

By
Deputy

MORTGAGE

THIS MORTGAGE is made this 10th day of March, 1980, between the Mortgagor, WILLIAM ROBERT TANNER and HELEN TANNER, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A.-Kemmerer, a corporation organized and existing under the laws of the United States, whose address is 801 Pine Avenue Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated March 10, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 9, 1980;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lots 5, 6, 7, and 8, Block 2, Marbleton Townsite,
Sublette County, Wyoming.

179107

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IN BOOK [illegible] PAGE [illegible]
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SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

which has the address of Corner Second St. and County Rd. [Street] Marbleton [City],
Wyoming [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

055 Book 179 pg 593

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the first and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

WILLIAM ROBERT TANNER .....
—Borrower

HELEN TANNER .....
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this 3-10-80 (date) by

William Robert Tanner and Helen Tanner, husband and wife.
(person acknowledging)

My Commission expires: 5-10-82

Valerie L. Roberts — Notary Public
County of Lincoln — State of Wyoming
My Commission Expires May 10, 1982

.....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this ....11th.... day of ....March...., 19..80.. between the Mortgagor, ...Charles A. Miller & Johar Miller, Husband and Wife..... .....(herein "Borrower"), and the Mortgagee, ...FIRST SECURITY BANK OF ROCK SPRINGS----------, a corporation organized and existing under the laws of ...WYOMING....., whose address is ..... .P.O. Box 1319, Rock Springs, Wyoming 82901.....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ....FIFTY EIGHT THOUSAND FOUR.... ..HUNDRED FIFTY AND 00/100----------Dollars, which indebtedness is evidenced by Borrower's note dated ...March 11, 1980.....(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ....March 1, 2000..... .....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of ....Sublette..... ....., State of Wyoming:

That part of the NW¼NW¼ of Section 29, Township 34 North, Range 109 West, Sublette County, Wyoming, described as follows:

Beginning at a point N.10°19'E., 1977.8 feet from the West one-quarter corner of said Section 29, where is found a flint stone 6" x 4" x 3" above ground marker ½ on the North;
Thence N.53°35'E., 291.5 feet to a point on the westerly right-of-way line of the Pinedale-Cora County Road;
Thence S.39°49'E., 330.0 feet along said westerly right-of-way line to a point;
Thence S.53°36'W., 417.75 feet to a point;
Thence N.18°28'W., 346.15 feet to the point of beginning.

179109

Re-assignment B34 p 112

RECORDED March 11 19 81 at 3:00 P.M.
IN BOOK 32 Misc PAGE 427
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Lange

which has the address of ....County Road 144, Pinedale, Wyoming, ...
(Street) (City)
.....82941..... (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Rec'd Bk 12 pg 31
USG Lease Bk 55 pg 463

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lend[redacted] agreement or applicable law. Borrow[redacted] the amount of all mortgage insurar[redacted]ums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Charles A. Miller .....Borrower

Johar Miller .....—Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this March 11, 1980 (date) by

Charles A. Miller & Johar Miller, Husband & Wife (person acknowledging)

My Commission expires: August 8, 1983

.....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted] [redacted]

ASSIGNMENT OF MORTGAGE

For VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, FIRST SECURITY BANK OF ROCK SPRINGS, STATE ASSOCIATION, a corporation, hereby assigns to FEDERAL NATIONAL MORTGAGE ASSOCIATION that certain Indenture of Mortgage, together with the indebtedness secured thereby and the money due or to become due on said indebtedness which Mortgage is dated March 11, 1980, was made and executed by Charles A. Miller & Johar Miller, Husband & Wife to First Security Bank of Rock Springs as Mortgagee, as was recorded on March 11, 1980, in book 32 of Mtg at pages 459, 460, [illegible] 462 of the records of the County Recorder of Sublette County, Wyoming and covers real property situated in said county described as follows:

"ALL LANDS DESCRIBED IN SAID MORTGAGE".

179119

RECORDED [illegible] 19 [illegible] M
IN BOOK [illegible] PAGE [illegible]
FEES $ [illegible]
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dated this 11 day of March, 1980.

FIRST SECURITY BANK OF ROCK SPRINGS
STATE ASSOCIATION

SEAL

By [signature]
Assistant Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER

On this 11 day of March, A.D. 1980, personnally appeared before me George Stahla, being duly sworn, did say that he is the Asst. Vice-President of the First Security Bank of Rock Springs, State Association, a corporation, and that the foregoing instrument was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors, and said First Security Bank of RS acknowledged to me that said Corporation executed the same.

SEAL Notary Public [signature]

My Commission Expires August 8, 1983

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464 Misc Bk 10 pg 697

MORTGAGE

THIS MORTGAGE is made this 17th day of February
19 80, between the Mortgagor, R. Douglas Scott and Constance J. Scott, husband and wife,
(herein "Borrower") and the Mortgagee, FIRST WYOMING BANK NA JACKSON HOLE
, a corporation organized and existing
under the laws of The United States of America , whose address is
Box 528, Jackson, Wyo. 83001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ---SEVEN THOUSAND THREE HUNDRED NINETY TWO AND 28/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated February 17, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 15, 1980.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

that certain parcel and tract of land bounded and circumscribed by the following described traverse;

Beginning at Point #1 which is S.55°29'E., 1010 feet from the N¼ corner of Section 24, T.38N., R.114W. and Corner No. 2 of H.E.S. No. 237;
thence along highway right of way S.75°0'E., 200 feet to corner #2;
thence S.15°0'W., 218 feet to corner #3;
thence N. 75°0W., 200 feet to corner #4;
thence N. 15°0'E., 218 feet to highway right of way and point of beginning, being part of NW¼NE¼ of Section 24; Township 38 North, Range 114 West, 6th Principal Meridian, Sublette County, Wyoming.

179193

FILED Mar 5 1980 at 2:47 PM
BOOK 464 PAGE 464
ESTHER MAE GLASS COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy

which has the address of (Street) (City)
(herein "Property Address"),
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

[redacted] [redacted] [redacted]

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

R. DOUGLAS SCOTT —Borrower

CONSTANCE J. SCOTT —Borrower

STATE OF WYOMING, ... County ss:

The foregoing instrument was acknowledged before me this 2-17-80 (date) by

R. Douglas Scott and Constance J. Scott (person acknowledging)

My Commission expires: 6-19-83

Notary Public

Kathleen [illegible]

[illegible]

Commission Expires June 12, 1983

(Space Below This Line Reserved For Lender and Recorder)

468 Filed 12th Nov 79 Book 297

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THIS DEED, made this 13th day of December, 1979, between CK Land And Livestock Co., Inc., a Wyoming corporation

of the County of Sublette, State of Wyoming, hereinafter called Mortgagor, and the WYOMING PRODUCTION CREDIT ASSOCIATION of Casper, Wyoming, a corporation organized and existing under the laws of the United States, hereinafter called Mortgagee;

WITNESSETH, that the said Mortgagor, for and in consideration of the sum of $ 136,700.00, One hundred thirty-six thousand seven hundred and no/100----------DOLLARS paid to the Mortgagor by the Mortgagee, the receipt whereof is hereby confessed and acknowledged, and in further consideration of future advances that may be made by the Mortgagee to the Mortgagor as hereinafter provided, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee and unto its successors and assigns, forever, all that piece or parcel of land situate, lying and being in the County of Sublette and the State of Wyoming, hereby releasing and waiving all rights under and by the virtue of the homestead exemption laws of this State, and more particularly known and described as follows, to-wit:

Township 33 North, Range 114 West of the 6th P.M.
Section 11: SW¼SE¼
Section 14: N½
Section 15: E½NE¼, NE¼SE¼

PARCEL B:
Township 33 North, Range 114 West of the 6th P.M.
Section 13: NW¼NW¼

PARCEL C:
Township 33 North, Range 114 West of the 6th P.M.
Section 2: Lots 1, 2, 3 and 4, S½N½, S½

PARCEL D:
Township 33 North, Range 112 West of the 6th P.M.
Section 20: S½S½
Section 21: SE¼NW¼, NE¼SW¼, S½SW¼, SE¼
Section 22: SW¼, SW¼SE¼
Section 27: N½NW¼
Section 28: N½N½
Section 29: N½N½

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TO HAVE AND TO HOLD the said above described premises unto the said Mortgagee, its successors and assigns forever, together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and watering apparatus, now or hereafter belonging to, located on, or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits and rights of way thereof, appurtenant to said premises or used in connection therewith; and together with all range and grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter issued in connection with or appurtenant to the said real property; and the mortgagor covenants that he will comply with all rules, regulations and laws pertaining thereto and will in good faith endeavor to keep the same in good standing and will execute all waivers and other documents required to give effect to these covenants, and that he will not sell, transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee.

And, the said Mortgagor, for himself, his successors, heirs, executors, administrators and assigns, does covenant and agree to and with the said Mortgagee, its successors and assigns, that at the ensealing and delivery of these presents, he is well seized in said premises, in and of good and indefeasible estate, in fee simple.

And that they are free from all encumbrances whatsoever except such encumbrances, if any, now of record in the County where said premises are situate. And that he has good and lawful right to sell and convey the same and that he will warrant and defend the same against all lawful claims and demands whatsoever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that if the said Mortgagor shall and does well and truly pay or cause to be paid to the said Mortgagee, its successors and assigns, the sum of $ 136,700.00 according to the conditions of one promissory note dated December 13, 1979, executed by the Mortgagor and payable to the order of the Mortgagee, and of any and all renewals or extensions thereof, together with interest thereon, at such rate or rates as may be specified therein, and such further amount not exceeding $ 363,300.00 which may be advanced in the future by the Mortgagee to the Mortgagor, but if advanced, to be advanced on or to June 15, 1985, making the aggregate and ultimate amount secured hereby the sum of $ 500,000.00, and the whole amount to become due and payable on or before June 15, 1985, with interest as aforesaid according to the promissory note or notes to be executed by the Mortgagor payable to the order of the Mortgagee, which sum or sums of money the said Mortgagor hereby covenants to pay, and until such payment, shall pay all taxes and assessments upon the above described premises; and shall keep the building thereon insured against fire in an amount satisfactory to the Mortgagee during the life of this mortgage, for the benefit of and payable to the said Mortgagee, its successors and assigns, with such insurance company or companies as they shall approve; then these presents and said note or notes shall cease and be null and void. And if said Mortgagor shall fail to pay all taxes or assessments upon said premises, or shall fail to keep the buildings upon said premises insured, as above provided, then, and in that case, the said Mortgagee, its successors or assigns, are hereby authorized to pay said taxes and assessments and to pay for said insurance, and all such sum or sums of money so expended shall be added to the debt hereby secured, and the same shall draw interest at the same rate. Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Mortgagee.

And it is further provided that in case any installment of principal or any part thereof, or any interest monies, or any part thereof hereby secured to be paid, shall remain due and unpaid for the space of thirty days after the same shall, by the terms hereof, become due and payable; and in that case the whole principal sum hereby secured to be paid, together with the interest thereon, shall, at the option of said Mortgagee, its successors or assigns, become due and payable forthwith, anything herein or in said note or notes contained to the contrary notwith-

In case de[illegible] be made in the payment of the above sum[illegible] secured or in the payment of the interest th[illegible] any part of such principal or in[illegible]en the same shall become due, or in case [illegible] shall be made in the payment of any renew[illegible]ension note, or in the payment of [illegible] interest thereon, or in the payment of any fut[illegible]ance or advances made hereunder, or the interest thereon, or in case default shall be made in any of the covenants or agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the Mortgagee, its legal representatives or assigns, may proceed pursuant to law to foreclose on and sell said property, either by advertisement and sale as provided in Wyoming Statutes 1957 Sections 34-67 through 34-79, or by Court action, and out of the proceeds of such sale it shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees.

If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee 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, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property and without regard to the value of said property, or the suffiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

Witness the hand and seal of the Mortgagor the day and year first above written.

CK LAND AND LIVESTOCK CO., INC.

By: .....
Emma Meeks, President

Attest: .....
Carol Copeland, Secretary-Treasurer

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF WYOMING)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ..... day of ....., 19..... by .....

Witness my hand and official seal.

My commission expires: .....

.....
Notary Public

(CORPORATION ACKNOWLEDGEMENT)

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 13th day of December, 19 79, by Emma Meeks, President of CK LAND AND LIVESTOCK CO., INC.

Witness my hand and official seal.

My commission expires: .....

.....
Notary Public

MORTGAGE DEED

FROM

TO

STATE OF WYOMING
County of .....

This instrument was filed for record at .....
o'clock ..... M. on the .....
day of ....., A.D., 19.....
and duly recorded in Book .....
on Page .....

County Clerk and Ex-Officio
Register of Deeds

By: .....
Deputy Clerk

No. ..... Fees $.....

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Township 33 North, Range 113 West of the 6th P.M.
Section 18: Lots 1, 2, 3, and 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$

Township 33 North, Range 114 West of the 6th P.M.
Section 11: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 13: $S\frac{1}{2}$
Section 14: $SE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 15: $SW\frac{1}{4}SW\frac{1}{4}$
Section 22: $NE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}$
Section 23: $N\frac{1}{2}$
Section 26: $NW\frac{1}{4}$
Section 27: $N\frac{1}{2}$

PARCEL E:
Township 33 North, Range 113 West of the 6th P.M.
Section 7: Lots 2, 3, and 4, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Section 24: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$

Township 33 North, Range 114 West of the 6th P.M.
Section 11: $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Section 12: $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$
Section 13: $NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$
Section 15: $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Section 22: $SE\frac{1}{4}$
Section 23: $SW\frac{1}{4}$

PARCEL F:
Township 33 North, Range 112 West of the 6th P.M.
Section 21: $S\frac{1}{2}NE\frac{1}{4}$

This mortgage is subject to all prior liens and encumbrances of record.

This page is attached to, and forms a part of a mortgage for One hundred thirty-six thousand seven hundred and no/100 Dollars ($136,700.00), dated this 13th day of December, 1979, to the same extent as if it were set out in full therein, and is identified therewith by the following signatures:

CK LAND AND LIVESTOCK CO., INC.

By: _____
Emma Meeks, President

Attest: _____
Carol Copeland, Secretary-Treasurer

MORTGA[redacted]—FORM NO. 4½ [redacted] THE [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM ROBERT TANNER and HELEN TANNER, husband and wife,

mortgagorS , of Sublette County, State of Wyoming , to secure the payment of Twenty Thousand and No/100 - -($20,000.00) - - - - - Dollars, due 11/15/83 with interest from 11/14/78 at the rate of twelve(12%) per cent per annum, payable monthly ~~xxxxxx~~ evidenced by one promissory note , of even date herewith, payable at the rate of $444.89 per month for 60 months, first payment due 12/15/78

do hereby mortgage to

mortgagee, whose address is FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

All of Block Ten (10), Marbleton Townsite as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record, if any.

179153 Rec'd B11 p604

RECORDED March 1 19 80 3:22 PM
IN BOOK 37 Misc PAGE 28
FEES $ 6.00 Sam J Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 26th day of March A. D. 19 80

In the presence of

William Robert Tanner

Helen Tanner

477

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William Robert Tanner and Helen Tanner,

this 11th day of March, 1980.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/2/82

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees, $

MORTGAGE

The undersigned, Gilbert L. Shelton

("mortgagors", whether one or more), of Sublette County, State of Wyoming, to secure the payment of Four Hundred Thousand + interest ($ 400,000.00), due 12-19-80 with interest thereon at the rate of ** percent per year (said sum, and the interest thereon, being herein referred to as the "indebtedness"), payable Principal shall be due at maturity. Interest shall be payable quarterly beginning 3-19-80.

In accordance with the provisions of that certain promissory note, dated 12-20-79, hereby mortgage and warrant to United Bank of Denver N.A., a national banking association, of Colorado ("mortgagee"), the following described real estate, including the improvements thereon, the rents, issues and profits therefrom, and the benefits and privileges appurtenant thereto (all being referred to herein as the "premises") situate in Sublette County, State of Wyoming, to-wit:

179157 RECORDED March 12 at 8:30 AM
Book 32 Misc Page 473
Marian Flynn COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Deputy Shirley M. Turner

SEE ATTACHED EXHIBIT "A"

** The interest rate shall be 2% above the United Bank ofDenver National Association prime rate. Any increase or decrease in the rate charged shall be effective the same day as the United Bank ofDenver National Association prime rate change.

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in an amount not less than $400,000.00 + interest ($ 400,000.00) by such insurance as mortgagee may approve, with proceeds thereof made payable to mortgagee. If mortgagors fail to pay such taxes or assessments or fail to keep the premises insured, mortgagee may pay the same and may insure the premises, and all sums paid by mortgagee for such purposes shall be added to and considered as a part of the indebtedness and shall draw interest at the same rate.

If default occurs in the payment of the indebtedness or in the payment of any installment thereof, or if default occurs in any of the covenants or agreements herein, then the whole indebtedness shall, at mortgagee's option, become due and payable forthwith, and mortgagors consent and agree that mortgagee may foreclose this mortgage either by advertisement and sale of the premises as provided by statutes of the State of Wyoming, or by an action in equity. In the event this mortgage is foreclosed by advertisement and sale, mortgagors hereby expressly waive any constitutional or other right they may have to notice of the foreclosure and sale thereof, and waive any constitutional or other right they may have to a hearing before such foreclosure and sale of the premises. Out of the proceeds of such sale, mortgagee shall retain or receive all sums due it hereunder, and the costs of foreclosure and sale, including an attorney's fee in an amount equal to five percent of the indebtedness remaining unpaid at the time of such sale, the same to be taxed as costs in any suit brought to foreclose this mortgage.

To fully assure mortgagee the benefit of the security interest in the premises granted to it hereunder, mortgagors hereby assign to mortgagee all rents hereafter payable for the use and occupancy of the premises by any person in possession thereof other than mortgagors' consent. If default occurs in any of the covenants and agreements herein contained, whether or not mortgagee elects to foreclose this mortgage on account thereof, mortgagee shall at once be entitled, and is hereby authorized, to collect the rents from the premises and to apply the same to the payment of the indebtedness secured hereby until such default is remedied.

In the event of foreclosure of this mortgage upon default, mortgagee shall be entitled to the possession and enjoyment of the premises and the incident rents, issues, and profits thereof from the time of such default and for and during the pendency of foreclosure proceedings and the period of redemption, if any. If mortgagors should fail to surrender such possession to mortgagee promptly upon its request therefor, mortgagee may compel delivery thereof by an ejectment action or other civil proceeding appropriate to that purpose. Furthermore, and in addition to the remedies otherwise provided for in this mortgage and by law, and as a matter of right, without regard to the solvency or insolvency of mortgagors, the value of the premises, or the sufficiency of the security to discharge the indebtedness and costs of foreclosure and sale, mortgagee shall be entitled to a receiver for the premises and the rents, issues and profits thereof from the time of default to the expiry of any redemptive period provided by law. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application, without notice, notice being hereby waived and the appointment of a receiver upon such application being hereby consented to by mortgagors.

Mortgagors hereby relinquish and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 20th day of December, 19 79.

MORTGAGOR:

X Gilbert L. Shelton

Gilbert L. Shelton

UTAH
STATE OF ~~WYOMING~~
COUNTY OF ~~Sublette~~ Salt Lake

The foregoing instrument was acknowledged before me by Gilbert L. Shelton

this 20th day of December, 19 79.

Witness my hand and official seal

My commission expires:

8 / / 80

Notary Public

Misc Bk 12 Pg 465

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EXHIBIT "A"

In Township 33 North, Range 113 West of the 6th P.M., Sublette County, Wyoming:
Section 5: Lots 2, 3, and 4, S½NW¼, SW¼NE¼
Section 6: Lots 1, 2, 3, 4, 5, S½NE¼, SE¼NW¼

In Township 34 North, Range 113 West of the 6th P.M., Sublette County, Wyoming:
Section 19: Lots 1, 2, 3, 4, E½, E½W½ (all)
Section 20: W½W½
Section 29: W½
Section 30: Lots 1, 2, 3, 4, E½, E½W½ (all)
Section 31: Lots 1, 2, 3, 4, E½, E½W½ (all)
Section 32: W½, SW¼SE¼

In Township 34 North, Range 114 West of the 6th P.M., Sublette County, Wyoming:
All Section 24
All Section 25
Section 26: E½, NW¼, E½SW¼
Section 35: E½NE¼

MORTGAGE DEED

Donald D. and Charlene G. Shriver, husband and wife
Mortgagors , to secure the payment of $43,673.55

evidenced by A **promissory note** **of even date herewith, do hereby mortgage to**

Western Bank of Cody Box 1206 Cody, Wyoming 82414
mortgagee , the following described real estate, situated in the County of Park **in the State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of said State, to-wit:**

A parcel of land in the NW 1/4 NE 1/4 Section 31 T 32 N R 108 W
Sublette County, Wyoming, containing approx 40 Acres.

The mortgagor agree to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum equal to the mortgage indebtedness or the full value of said buildings, whichever amount is less, during the life of this mortgage, in favor of and payable to the mortgagee ; and in case the mortgagor shall fail to pay such taxes and assessments, and to keep said premises insured as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured, with the interest thereon, shall become due and payable, and the mortgagee may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable attorney's fee.

Dated this 20 day of February A. D. 1980

Donald D. Shriver
Charlene G. Shriver

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

On this 20 day of February 1980 , before me personally appeared Donald D. and Charlene G. Shriver, husband and wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Eugene Shelton
Notary Public

My commission expires: 6-18-83

175195

STATE OF WYOMING) No. Recorded Mar 20, 1980
PARK COUNTY) Filed in this office in Book 33 of MORTGAGES
CLERK'S OFFICE) for record at o'clock M Page 475

Lucy Gabel
County Clerk and Ex-officio Register of Deeds

By Dorothy Wilson
Deputy

INDEXED
ABSTRACTED
PHOTOSTATIC RECORDED

476

John S. Mackey
ATTORNEY AT LAW
PINEDALE, WYOMING 82941

Rlse mtg
Book 13, Page 211
4-28-86

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM ANDERSON WEBB, a single man, mortgagor, of Pinedale, Sublette County, State of Wyoming, to secure the payment of FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($44,500.00) due April 15, 1986, with interest from April 15, 1980 at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in monthly installments of FIVE HUNDRED DOLLARS ($500.00) commencing on May 15, 1980, and continuing thereafter until the 15th day of April, 1986, at which time the entire unpaid balance of the principal sum, together with all accrued interest, shall be due and payable, DOES HEREBY MORTGAGE to ANGELINE FELTNER, mortgagee, whose address is Pinedale, Wyoming 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lots 7, 8 and 9, Block 5, Patterson's First Addition to the Town of Pinedale, Wyoming, as the same appear on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,
>
> TOGETHER WITH the buildings and improvements situate thereon or appurtenant thereto,
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents;

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN FORTY THOUSAND DOLLARS ($40,000.00) during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid,

179207

RECORDED March 28 1980 at 2:00 P.M.
IN BOOK 34 Misc
FEES $6.00 Lora L. Gabbert
PAGE 476
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, her legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 17th day of March, 1980.

William Anderson Webb
WILLIAM ANDERSON WEBB

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by WILLIAM ANDERSON WEBB, a single man, this 24th day of March, 1980.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires:

FAYE HAMMONS Notary Public
State of Wyoming
22, 1982

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MORTGAGE

THIS MORTGAGE is made this 25th day of March, 19 80 between the Mortgagor Robert G. Williams and Barbara M. Williams, husband and wife (herein "Borrower") and the Mortgagee, First Wyoming Bank of Kemmerer, a corporation organized and existing under the laws of the United States, whose address is 801 Pine Avenue Kemmerer, WY 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand and 00/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated March 25, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on or before June 23, 1980;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lot 30 of the Industrial Site as the same appears on the plat and map thereof on file and of record in the office of Sublette County Clerk, Sublette County, Wyoming, together with all improvements and appurtenants thereunto appertaining.

179254

Vol B12 p17

RECORDED March 27, 19 80 at 9:00 A.M.
IN BOOK 3-A Misc. PAGE 478
FEES $10.00 Sandy Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Dorothy McClure

which has the address of Box 202 [Street], Pinedale [City],
Wyoming 82941 [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

[redacted] [redacted] [redacted]

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Robert G. Williams —Borrower

Barbara M. Williams —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this March 26, 1980 (date) by

Robert G. Williams and Barbara M. Williams
(person acknowledging)

My Commission expires:

Sharon Chapman Notary Public
County of Lincoln State of Wyoming
My Commission Expires Nov. 20 1982

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

DEED OF TRUST, MORTGAGE, PLEDGE,

ASSIGNMENT AND SECURITY AGREEMENT

February 29, 1980

from

HOWELL PETROLEUM CORPORATION
HOWELL OIL & GAS, INC.
PETRO-SEARCH, INC.
PETRO-SEARCH EXPLORATION CORPORATION
PETRO-SEARCH NOMINEE PARTNERSHIP CO.

to

GARY K. WRIGHT, TRUSTEE

and TEXAS COMMERCE BANK NATIONAL ASSOCIATION

Attention Recording Officers: This instrument is a Mortgage of both real and personal property, a Chattel Mortgage, a Security Agreement, an Assignment and a Financing Statement, and also covers after-acquired property and Proceeds. Recorded counterparts should be returned to:

R. S. Pieringer
500 Gulf Building
Houston, Texas 77002

179255

REC'D March 27 1980 8:00 A.M.
IN VOL 32 Mtg PAGE 482
FEES $ 29.50 Lacy Yeh
COUNTY CLERK, HARRIS COUNTY, TEXAS
by Dorothy M Dunn

Supplemental Abs 3.2 pg 5-79
to 7-6

482

E X H I B I T S

OKLAHOMA

Haskell County . . . . . Exhibit "A-3"

MISSISSIPPI

Clarke County . . . . . Exhibit "A-4"

TEXAS

Carson County . . . . . Exhibit "A-5"
Gray County . . . . . Exhibit "A-6"
Hansford County . . . . . Exhibit "A-7"
Hutchinson County . . . . . Exhibit "A-8"
Leon County . . . . . Exhibit "A-21"
Madison County . . . . . Exhibit "A-22"
Palo Pinto County . . . . . Exhibit "A-9"
Shackelford County . . . . . Exhibit "A-10"
Taylor County . . . . . Exhibit "A-11"
Victoria County . . . . . Exhibit "A-12"
Wilson County . . . . . Exhibit "A-13"

WYOMING

Campbell County . . . . . Exhibit "A-14" & "A-19"
Johnson County . . . . . Exhibit "A-15" & "A-20"
Natrona County . . . . . Exhibit "A-16"
Sublette County . . . . . Exhibit "A-17"
Sweetwater County . . . . . Exhibit "A-18"

Note: There are no Exhibits Numbered "A-1" or "A-2"

EXHIBIT "A - 17"

SUBLETTE COUNTY, WYOMING

FOGARTY CREEK UNIT

FRONTIER PARTICIPATING AREA "A"

A. Description of producing wells within participating area "A":

1. Fogarty Creek Unit Well #1-32

B. Description of tracts within participating area "A":

Tract 1: UNITED STATES LEASE WYOMING 05689 FOGARTY CREEK UNIT

Township 28 North, Range 114 West, 6th P.M. TRACT NO. 1
Section 33: W½SW¼SW¼
Sublette County, Wyoming
Containing 20 acres, more or less

Tract 2: UNITED STATES LEASE WYOMING 05691 FOGARTY CREEK UNIT

Township 27 North, Range 114 West, 6th P.M. TRACT NO. 2
Section 5: Lots 5;6
Sublette County, Wyoming
Containing 53.29 acres, more or less

Tract 3: UNITED STATES LEASE WYOMING 0317227-A FOGARTY CREEK UNIT

Township 28 North, Range 114 West, 6th P.M. TRACT NO. 4
Section 33: SW¼NW¼SW¼
Sublette County, Wyoming
Containing 10 acres, more or less

Tract 4: UNITED STATES LEASE WYOMING 0317228 FOGARTY CREEK UNIT

Township 28 North, Range 114 West, 6th P.M. TRACT NO. 5
Section 32: Lots 11; 12; 13; SE¼ of Lot 14
Sublette County, Wyoming
Containing 130.89 acres, more or less

Tract 5: UNITED STATES LEASE WYOMING 0317229 FOGARTY CREEK UNIT

Township 28 North, Range 114 West, 6th P.M. TRACT NO. 6
Section 32: S½ of Lot 8; Lot 9; S½ of Lot 10
Sublette County, Wyoming
Containing 80.55 acres, more or less

Tract 6: UNITED STATES LEASE WYOMING 0318990 FOGARTY CREEK UNIT

Township 27 North, Range 114 West, 6th P.M. TRACT NO. 7
Section 5: N½ and SE¼ of Lot 7
Sublette County, Wyoming
Containing 19.82 acres, more or less

Tract 7: UNITED STATES LEASE WYOMING 17208 FOGARTY CREEK UNIT

Township 28 North, Range 114 West, 6th P.M. TRACT NO. 13
Section 32: NE¼ of Lot 17; Lots 18; 19 and 20
Sublette County, Wyoming
Containing 130.89 acres, more or less

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EXHIBIT "A-17"

SUBLETTE COUNTY, WYOMING

C. Description of mortgagor's oil and gas leasehold working interest and/or operating rights within participating area "A":

*1. Oil and Gas Lease dated effective June 1, 1965, from the United States of America, as Lessor to R.J. Ackerman, as Lessee, bearing Serial No. W-0317227-A, insofar and only insofar as said-lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 33: SW¼NW¼SW¼
Containing 10 acres, more or less

*2. Oil and Gas Lease dated effective June 1, 1965, from the United States of America, as Lessor to Catherine R. White, as Lessee, bearing Serial No. W-0317228, insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 32: Lots 11, 12, 13, SE¼ of Lot 14
Containing 130.89 acres, more or less

*3. Oil and Gas Lease dated effective June 1, 1965, from the United States of America, as Lessor to Allen R. True, as Lessee, bearing Serial No. W-0317229, insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 32: S½ of Lot 8; Lot 9; S½ of Lot 10
Containing 80.55 acres, more or less

**4. Oil and Gas Lease dated effective March 1, 1969, from the United States of America, as Lessor to Robert E. Jones, as Lessee, bearing Serial No. W-17208, insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 32: NE¼ of Lot 17; Lots 18, 19 and 20
Containing 130.89 acres, more or less

* Operating rights from the surface of the ground to a depth that is the stratigraphic equivalent of 8,850 feet, as measured in the Fogarty Creek Unit Well #1-32.

** Operating rights from the surface of the groung to a depth of 8,950 feet.

D. Description of mortgagor's unit operating interest and unit net revenue interest:

1. UNIT OPERATING INTEREST----------9.8871000%
2. NET REVENUE INTEREST----------8.0204459%

EXHIBIT "A- 17"

SUBLETTE COUNTY, WYOMING

FRONTIER PARTICIPATING AREA "B" (Third Revision)

A. Description of producing wells within participating area "B" (Third Revision):

1. Fogarty Creek Unit Well #1-8
2. Fogarty Creek Unit Well #2-16
3. Fogarty Creek Unit Well #4-17
4. Fogarty Creek Unit Well #6-16
5. Fogarty Creek Unit Well #8-20

B. Description of tracts within participating area "B" (Third Revision):

Tract 1:

Township 28 North, Range 114 West, 6th P.M.
Section 8: Lots 11, 12, 13, 14, 17, 18, 19 and 20
Sublette County, Wyoming
Containing 319.76 acres, more or less
United States Lease Wyoming 0311662
Fogarty Creek Unit Tract No. 20

Tract 2:

Township 28 North, Range 114 West, 6th P.M.
Section 9: S½SW¼
Sublette County, Wyoming
Containing 80.00 acres, more or less
United States Lease Wyoming 38076
Fogarty Creek Unit Tract No. 33

Tract 3:

Township 28 North, Range 114 West, 6th P.M.
Section 17: Lots 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19 and 20
Sublette County, Wyoming
Containing 606.61 acres, more or less
United States Lease Wyoming 51103
Fogarty Creek Unit Tract No. 37

Tract 4:

Township 28 North, Range 114 West, 6th P.M.
Section 17: Lot 4
Sublette County, Wyoming
Containing 40.13 acres,more or less
United States Lease Wyoming 51104
Fogarty Creek Unit Tract No. 38

Tract 5:

Township 28 North, Range 114 West, 6th P.M.
Section 16: NW¼; W½NE¼; N½SW¼
Sublette County, Wyoming
Containing 320.00 acres, more or less
State of Wyoming Lease 66-5165
Fogarty Creek Unit Tract No. 41

Tract 6:

Township 28 North, Range 114 West, 6th P.M.
Section 16: SE¼NE¼; S½SW¼; SE¼
Sublette County, Wyoming
Containing 280.00 acres, more or less
State of Wyoming Lease 66-5165
Fogarty Creek Unit Tract No. 41

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EXHIBIT "A-17"

SUBLETTE COUNTY, WYOMING

FRONTIER PARTICIPATING AREA "B" (Third Revision) CONTINUED:

Tract 7:

Township 28 North, Range 114 West, 6th P.M.
Section 20: Lots 1; 2; and 3
Sublette County, Wyoming
Containing 120.69 acres, more or less
United States Lease Wyoming 0320213
Fogarty Creek Unit Tract No. 8

Tract 8:

Township 28 North, Range 114 West, 6th P.M.
Section 15: W½SW¼
Sublette County, Wyoming
Containing 80.00 acres, more or less
United States Lease Wyoming 2120
Fogarty Creek Unit Tract No. 26

Tract 9:

Township 28 North, Range 114 West, 6th P.M.
Section 21: N½NE¼
Sublette County, Wyoming
Containing 80.00 acres,more or less
United States Lease Wyoming 11603
Fogarty Creek Unit Tract No. 29

Tract 10:

Township 28 North, Range 114 West, 6th P.M.
Section 21: NE¼NW¼
Sublette County, Wyoming
Containing 40.00 acres, more or less
United States Lease Wyoming 42791
Fogarty Creek Unit Tract No. 34

Tract 11:

Township 28 North, Range 114 West, 6th P.M.
Section 22: NW¼NW¼
Sublette County, Wyoming
Containing 40.00 acres, more or less
United States Lease Wyoming 52811
Fogarty Creek Unit Tract No. 39

Tract 12:

Township 28 North, Range 114 West, 6th P.M.
Section 21: W½SW¼
Sublette County, Wyoming
Containing 80.00 acres, more or less
United States Lease Wyoming 0311662
Fogarty Creek Unit Tract No. 20

Tract 13:

Township 28 North, Range 114 West, 6th P.M.
Section 20: Lots 8, 9, 10, 11, 12, 13, 18, 19 and 20
Sublette County, Wyoming
Containing 362.07 acres, more or less
United States Lease Wyoming 0320213
Fogarty Creek Unit Tract No. 8

EXHIBIT "A-17"

SUBLETTE COUNTY, WYOMING

FRONTIER PARTICIPATING AREA "B" (Third Revision) CONTINUED:

Tract 14:

Township 28 North, Range 114 West, 6th P.M.
Section 21: S½NE¼
Sublette County, Wyoming
Containing 80.00 acres, more or less
United States Lease Wyoming 11063
Fogarty Creek Unit Tract No. 29

Tract 15:

Township 28 North, Range 114 West, 6th P.M.
Section 21: NW¼NW¼; SE¼NW¼; NE¼SW¼
Sublette County, Wyoming
Containing 120.00 acres, more or less
United States Lease Wyoming 42791
Fogarty Creek Unit Tract No. 34

Tract 16:

Township 28 North, Range 114 West, 6th P.M.
Section 21: SW¼NW¼
Sublette County, Wyoming
Containing 40.00 acres, more or less
United States Lease Wyoming 44806
Fogarty Creek Unit Tract No. 36

C. Description of mortgagor's oil and gas leasehold working interest and/or operating rights within participating area "B" (Third Revision):

*1. Oil and Gas Lease dated effective November 1, 1966, from the United States of America, as Lessor to Philadelphia Oil Company of California, as Lessee, bearing serial number W-2120, insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 15: W½SW¼
(Tract 26-Fogarty Creek Unit)

LEASEHOLD WORKING INTEREST---------7.50%

2. Oil and Gas Lease dated effective December 1, 1975, from the United States of America, as Lessor to Zarepha Dobbins, as Lessee, bearing serial number W-52811, insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 22: NW¼NW¼
(Tract 39-Fogarty Creek Unit)

LEASEHOLD WORKING INTEREST---------12.50%

*3. Oil and Gas Lease dated effective April 1, 1968, from the United States of America, as Lessor to J.E. Joujon-Roche, as Lessee, bearing serial number W-11603, insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 21: N½NE¼
(Tract 29-Fogarty Creek Unit)

LEASEHOLD WORKING INTEREST---------7.50%

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EXHIBIT "A-17"

SUBLETTE COUNTY, WYOMING

FRONTIER PARTICIPATING AREA "B" (Third Revision) CONTINUED:

*4. Oil and Gas Lease dated March 2, 1966, from The State of Wyoming, as Lessor to Mrs. Etta Mandel, as Lessee, bearing serial number 66-5165, insofar and only insofar as said lease covers the following described land:

Tract 1:

Township 28 North, Range 114 West, 6th P.M.
Section 16: NW¼; W½NE¼; N½SW¼
(Tract 41-Fogarty Creek Unit)

LEASEHOLD WORKING INTEREST-----Before Pay-out 12.50%

After Pay-out 7.50%

Tract 2:

Township 28 North, Range 114 West, 6th P.M.
Section 16: SE¼NE¼; S½SW¼; SE¼
(Tract 41-Fogarty Creek Unit)

LEASEHOLD WORKING INTEREST-----7.50%

* Operating rights from the surface of the ground to and including 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit Well #2-16.

SUBJECT TO:

a. Landowner's royalties, overriding royalties and other burdens on production which are of record.

b. Fogarty Creek Unit agreement and Unit Operating agreement dated April 1, 1975.

c. Northwest Pipeline Corporation gas contracts dated August 5, 1976, November 6, 1976 and March 17, 1977.

D. Description of mortgagor's unit operating interest and unit net revenue interest within Participating Area "B" (Third Revision):

1. BEFORE PAYOUT

Tracts 26, 29, 39 & 41

UNIT OPERATING INTEREST----------	3.12818%
NET REVENUE INTEREST----------	2.43016%

2. AFTER PAYOUT (UNIT WELL #1-8)

Tracts 26, 29, 39 & 41

UNIT OPERATING INTEREST----------	3.12818%
NET REVENUE INTEREST----------	2.43016%

EXHIBIT "A-17"

SUBLETTE COUNTY, WYOMING

D. 3. AFTER PAYOUT (UNIT WELL #2-16)

Tracts 26, 29, 39 & 41

UNIT OPERATING INTEREST----------	2.5323425%
NET REVENUE INTEREST----------	2.03905%

4. AFTER PAYOUT (UNIT WELLS #1-8 and #2-16)

Tracts 26, 29, 39 & 41

UNIT OPERATING INTEREST----------	2.5323425%
NET REVENUE INTEREST----------	2.03905%

. The following described wells are Non-Participating Area wells:

A. Fogarty Creek 3-4 Well

Oil and Gas Lease dated effective December 1, 1967, from the United States of America, as Lessor to John P. Ellbogen, as Lessee, bearing serial number W-9578, insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 4: Lots 15, 16, 17 and 18

BEFORE PAYOUT

OPERATING INTEREST----------	-0-
NET REVENUE INTEREST----------	00.400%

AFTER PAYOUT

OPERATING INTEREST----------	16.00%
NET REVENUE INTEREST----------	13.20%

*B. Fogarty Creek 7-9 Well

Oil and Gas Lease dated effective February 1, 1973, from the United States of America, as Lessor to John A. Kochergen and Bob G. Howell, as Lessees, bearing serial number W-38076, insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West, 6th P.M.
Section 9: W½SE¼

BEFORE PAYOUT

OPERATING INTEREST----------	30.9524%
NET REVENUE INTEREST----------	23.601205%

** AFTER PAYOUT #1

OPERATING INTEREST----------	15.4762%
NET REVENUE INTEREST----------	12.767865%

* Operating rights from the surface of the ground down to a depth of 100 feet below the stratigraphic equivalent of the total depth of 7,640 feet drilled in the Fogarty Creek #7-9 Well.

490

EXHIBIT "A-17"

SUBLETTE COUNTY, WYOMING

I. NON-PARTICIPATING AREA WELLS (continued):

FOGARTY CREEK 7-9 WELL SUBJECT TO:

a. Landowner's royalties, overriding royalties and other burdens on production which are of record.

b. Fogarty Creek Unit agreement and Unit Operating agreement dated April 2, 1975.

c. Northwest Pipeline Corporation gas contract dated March 17, 1977.

**AFTER PAYOUT #2

Pursuant to the terms of Paragraph 12.5 of Unit Operating Agreement dated April 2, 1975, Belco Petroleum Corp., and C F Braun & Co elected to become "non-consenting parties" to the completion of Fogarty Creek 7-9 well with a non-consent penalty of 300% of all costs assocaited with the completion attempt.

AFTER PAYOUT #1

Subject to terms of Farmout Agreement dated March 1, 1977, between Floyd Murray and L. A. Idler,as farmors, and Petro-Search, Inc., et al, as farmee.

DEED OF TRUST, MORTGAGE, PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT Howell Petroleum Corporation, a Delaware corporation; Howell Oil & Gas, Inc., a Texas corporation; Petro-Search, Inc., a Delaware corporation; Petro-Search Exploration Corporation, a Delaware corporation; and Petro-Search Nominee Partnership Co., a Colorado partnership (hereinafter collectively called "Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) to Grantor in hand paid by Gary K. Wright, whose address is 712 Main Street in the City of Houston, State of Texas (hereinafter called the "Trustee"), and Texas Commerce Bank National Association, a national banking association (the "Bank"), and of the agreement of the Bank to extend credit to Howell Petroleum Corporation ("Howell") as evidenced by that certain Loan Agreement (hereinafter called "Loan Agreement") of even date herewith by and between Howell and the Bank and by that certain promissory note hereinafter described, and of the debts and trust hereinafter mentioned, and in consideration of the loans as hereinafter recited, and in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of the Grantor hereinafter described, do hereby GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, PLEDGE, TRANSFER, ASSIGN and SET OVER to the Trustee and the Bank with power of sale, the following property:

All of the lands described in Exhibit A attached hereto (the "Exhibit") and hereby made a part hereof, which term shall include any lands the description of which is incorporated in the Exhibit by reference to another instrument or document and lands now or hereafter unitized or pooled with lands described in the Exhibit or which are incorporated in the Exhibit by reference; all of Grantor's rights with respect to the oil and gas leases, the oil, gas and mineral leases, the fee, mineral, overriding royalty, royalty and other interests described in the Exhibit; all of Grantor's rights with respect to all unitization and pooling agreements and orders now or hereafter existing and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state, or other governmental agency having jurisdiction` which are described on the Exhibit or which relate to any of the properties or interests described on the Exhibit; all of Grantor's rights with respect to the oil, gas and other liquid or gaseous hydrocarbons which are in, under, upon, produced or to be produced from the lands described in the Exhibit or which are incorporated in the Exhibit by reference; all contracts now in effect or hereafter entered into by Grantor, or Grantor's predecessor in interest, for the sale, purchase, exchange or processing of hydrocarbons produced from the lands described, or incorporated by reference, in the Exhibit; all of Grantor's rights with respect to all contracts, operating agreements, rights of way, privileges, permits, licenses, easements and benefits incident and appurtenant to any of the foregoing; all of Grantor's rights (now owned or hereafter acquired) in and to all of the personal property, oil, gas, oil wells, pipe, pipelines, boilers, compressors, connections, casing, engines and equipment of every kind and character upon, connected with or appurtenant to the property described above and now situated or hereafter placed thereon (not including, however, drilling rigs, equipment or other personal property temporarily on the premises for the purpose of drilling or reworking a well or wells thereon), together with all improvements, betterments and

additions thereto and replacements thereof; all other rights, titles and interests of Grantor (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under or derived from the lands, leases and properties described in the Exhibit, even though Grantor's interest therein may be incorrectly or insufficiently described or referred to in said Exhibit; and all proceeds and products of any of the foregoing, each as the same may now or hereafter exist.

subject to the overriding royalties, unit declarations, operating agreements, contracts, encumbrances, agreements, exceptions, limitations and other matters, if any, described or referred to in the Exhibit (all of the properties, interests and rights, subject as aforesaid, being hereinafter sometimes referred to as the "Mortgaged Properties").

TO HAVE AND TO HOLD the Mortgaged Properties, together with all and singular the rights, estates, hereditaments, powers and privileges appurtenant or incident thereto, unto the Trustee and his successors or substitutes in this trust and to his or their successors and assigns, forever.

BUT IN TRUST, NEVERTHELESS, for the benefit and security of the holders of the indebtedness secured hereby and upon the trusts and subject to the terms and provisions herein set forth.

ARTICLE I.

Secured Indebtedness

1.1 This instrument (hereinafter called the "Mortgage") is made irrevocably in trust, with power of sale to secure and enforce the payment of the following notes, obligations, indebtedness and liabilities:

(a) All amounts owing or to become owing, on one certain promissory note of even date herewith in the principal amount of TWENTY-TWO MILLION AND NO/100THS DOLLARS ($22,000,000.00) made by Howell Petroleum Corporation, and payable to the order of Bank, payable on or before March 1, 1983, bearing interest at the rate therein provided and containing a provision for the payment of a reasonable additional amount as collection and attorneys' fees, and all other notes given in substitution therefor or in renewal, extension or modification thereof, in whole or in part, such notes being hereinafter collectively called the "Note", and the Bank and all subsequent holders of the Note or any part thereof or any interest therein being hereinafter called the "Noteholder". Reference is here made to said Note for all of its terms and provisions.

(b) All indebtedness incurred or arising pursuant to or permitted by the provisions of this Mortgage, and any other security instrument or loan agreements which Grantor has, either alone or with others, executed, or in the future may execute, to secure the Note (including, without limitation, the Loan Agreement); and

(c) All other loans and future advances made by the Noteholder to Grantor and all other debts, obligations and liabilities of every kind and character now or hereafter owing by Grantor to the Noteholder, whether direct or indirect, primary or secondary, fixed or contingent, and whether originally payable to the Noteholder or to a third party and subsequently acquired by the Noteholder. Nothing herein shall be construed to impose any obligation upon Bank or any Noteholder to make any such loans or advances.

1.2. The indebtedness referred to in clauses (a), (b) and (c) of Section 1.1 and all renewals and extensions thereof are hereinafter sometimes referred to as the "secured indebtedness"; provided, however, that the maximum amount of secured indebtedness secured by this Mortgage shall not exceed the aggregate sum of $40,000,000.00.

ARTICLE II.

Representations, Warranties and Covenants

2.1. Grantor represents, warrants and covenants to and with the Trustee, Bank and the Noteholder that Grantor is the lawful owner of the Mortgaged Properties and has good right and authority to grant, bargain, sell, transfer, assign and mortgage the same; that all oil, gas and/or mineral leases and leasehold estates, gas purchase and sales contracts, pipeline easements and rights-of-way, processing contracts, franchises, licenses and other agreements comprising or relating to the Mortgaged Properties or any portion thereof are valid and subsisting and are in full force and effect; that such leases are subject to no overriding royalties or other burdens or charges, except as reflected herein or in the Exhibit annexed hereto and that all rents, royalties and other payments due and payable under each of the Mortgaged Properties have been properly and timely paid and all oil and gas production and severance taxes payable by Grantor have been duly paid; that the Mortgaged Properties are free and clear from all liens and encumbrances except the lien evidenced by this Mortgage and except as shown in such Exhibit; that all producing wells located on the Mortgaged Properties or properties unitized therewith have been legally drilled and are not deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations, and that such wells are in fact bottomed under and are producing from lands described in said Exhibit or lands unitized therewith; and Grantor does hereby bind itself, its heirs, legal representatives, successors and assigns to forever warrant and defend the title to the Mortgaged Properties unto the said Trustee, his successors and assigns, against the claims of all persons whomsoever claiming or to claim the same or any part thereof. Any additional rights, title, or interest which Grantor may hereafter acquire or become entitled to in the properties aforesaid or in the oil, gas or other minerals in and under or produced therefrom shall inure to the benefit of this trust, the same as if expressly described and conveyed herein.

2.2. So long as the secured indebtedness or any part thereof remains unpaid, Grantor covenants and agrees with the Noteholder as follows:

(a) That Grantor will make prompt payment of the Note and of all installments of interest thereon as the same become due, and also of all other secured indebtedness.

(b) That Grantor will continuously maintain Grantor's corporate existence and full corporate power to own and operate the Mortgaged Properties and, if required by law, Grantor's right to do business in each State where any part of the Mortgaged Properties is situated, and that Grantor will promptly pay all income, franchise and other taxes owing by Grantor and any stamp, documentary or recording taxes which may be required to be paid with respect to this Mortgage or any other instrument evidencing or securing any of the secured indebtedness.

(c) That Grantor will cause the oil and gas (or oil, gas and mineral) leases included in or relating to the Mortgaged Properties (herein called "Subject Leases") to be maintained, developed and operated for the production of oil or gas in a good and workmanlike manner and in accordance with sound field practices and all applicable federal, state and local laws, rules and regulations and will not allow any of Subject Leases (except such Subject Leases as a prudent operator in the ordinary course of business would surrender, abandon or terminate) to be surrendered, abandoned, or terminated or impaired in any manner.

(d) That Grantor will cause all debts and liabilities of any character incurred in the operation, maintenance or development of the Mortgaged Properties (including, without limitation, all costs of the administration and development of each Subject Lease, and all leasehold costs attributable thereto, including, but not by

way of limitation, all costs of completing, processing, storing, transporting and marketing oil or gas which are allocated as leasehold expenses by customary industry account) to be paid punctually when due; provided, however, that nothing herein shall require Grantor to pay any such obligation so long as Grantor shall in good faith contest the same and shall set aside on its books adequate reserves with respect thereto.

(e) That Grantor will cause the Mortgaged Properties and all related machinery, pipelines, equipment, improvements and personal property of any kind now or hereafter used or obtained in connection with the operation thereof to be kept in good and effective operating condition and all necessary repairs, replacements, additions and improvements to be made.

(f) That the Grantor will observe and comply with all of the terms and provisions, express or implied, of the oil, gas and/or mineral leases and assignments constituting a part of the Mortgaged Properties in order to keep the same in full force and effect. Grantor will also protect all oil and gas properties included in the Mortgaged Properties against drainage of oil, gas and hydrocarbons thereunder by reason of production on other properties.

(g) That Grantor will observe and comply with all of the terms and provisions of all easements, licenses, franchises, permits and contracts (both existing and future) which are part of the Mortgaged Properties or which are incident to the operation of any of the Mortgaged Properties. Without limiting the foregoing, Grantor agrees to fully comply with all covenants and make timely payments of all amounts payable under gas purchase and gas processing contracts held by Grantor and also to fully perform all obligations and covenants of the seller under all gas sales contracts and all condensate, distillate and other products sales contracts and processing contracts held by the Grantor.

(h) That if the validity or priority of this Mortgage or of any right, titles, liens or interests created or evidenced hereby with respect to the Mortgaged Properties or any part thereof shall be attacked or if any legal proceedings are instituted against the Grantor with respect thereto, the Grantor will give written notice thereof to the Noteholder promptly and, at Grantor's own cost and expense, Grantor will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel agreeable to Noteholder, the prosecution or defense of litigation and the release or discharge of all adverse claims. The Trustee and the Noteholder, or any of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including, but not limited to, the employment of independent counsel, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the Mortgaged Properties, and all expense so incurred of every kind and character shall be a demand obligation owing by Grantor and shall bear interest at the rate of ten percent (10%) per annum from the date of expenditure until paid and shall be secured by the lien evidenced by this Mortgage and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(i) That Grantor will not, without the prior written consent of the Noteholder, suffer or permit any material lien to be hereafter claimed or created on any of the Mortgaged Properties, and should a lien become attached hereafter in any manner to any part of the Mortgaged Properties without the prior written consent of the Noteholder, Grantor will cause such lien to be promptly discharged.

(j) That Grantor will pay all taxes and assessments of every kind and character charged, levied or assessed against the Mortgaged Properties, or any part thereof, and all franchise taxes, production, severance or other similar taxes or charges, before any such taxes and assessments shall become delinquent; but Grantor shall have the right to contest any such tax in good faith, and while any such contest is pending shall not be in default hereunder; and, in the event Grantor should fail or refuse to pay or discharge the same, the holder of said indebtedness hereunder shall, upon written notice to Grantor, have the right, but shall not be obligated, to pay off said charges against said property and shall be subrogated to the rights, liens and equities thereof, and the amount so paid, together with interest at the rate of ten percent (10%) per annum from the date of payment, shall be added to said indebtedness and shall be part of the secured indebtedness.

(k) That none of the buildings, improvements and personal property constituting portions of the Mortgaged Properties will be removed or destroyed (except for such removals in the ordinary course of business as may be, in the reasonable judgment of Grantor, not injurious to the security hereof) without first obtaining the written consent of Noteholder.

(l) That, without first securing the written consent of Noteholder, Grantor will not abandon any wells (except such wells as an ordinarily prudent operator would abandon in the ordinary course of business) located on any of the Mortgaged Properties, and will not sell, convey, mortgage, pledge or otherwise dispose of or encumber any portion of the Mortgaged Properties nor any of Grantor's rights, title and/or interest therein or thereto.

(m) That Grantor will keep accurate books and records in accordance with sound accounting principles in which full, true and correct entries shall be promptly made as to all operations on the Mortgaged Properties, and all such books and records shall at all times during reasonable business hours be subject to inspection by Noteholder and its duly accredited representatives.

(n) That Grantor will, on request of the Noteholder, promptly correct any material defect, error or omission which may be discovered in the contents of this Mortgage, the Note, or other documents executed in connection herewith or in the execution or acknowledgement of any thereof, and will execute and deliver any and all additional instruments as may be requested by the Noteholder to correct such defect, error or omission or to identify any additional properties which are or become subject to this Mortgage and will execute, acknowledge and deliver such further assurances and instruments as shall be, in the opinion of the Noteholder, necessary or proper to convey and assign to the Trustee all of the Mortgaged Properties herein conveyed or assigned, or intended so to be.

(o) That Grantor will indemnify and hold harmless the Trustee and the Noteholder from and against all claims, demands, liabilities and causes of action on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Properties or with this Mortgage or any of the secured indebtedness, save and except for their willful misconduct.

(p) That Grantor will proceed with reasonable diligence to correct any material defect in title to the Mortgaged Properties should any such defect be found to exist after the execution and delivery of this instrument; and in this connection, should it be found after the execution and delivery of this instrument that there exists upon the Mortgaged Properties any lien or encumbrance, equal or superior in rank to the lien created by this instrument, or should any such hereafter arise, Grantor will promptly discharge and remove any such lien or encumbrance from said property.

(q) That the Grantor will keep such part of the Mortgaged Properties as is of an insurable nature and of a character usually insured by persons operating similar properties insured with companies of recognized responsibility satisfactory to the Noteholder against loss or damage by fire and against other hazards customarily insured against; and in the event of any loss under any policies evidencing such insurance, the Noteholder shall have the right to collect the same, and all amounts so received shall be applied toward costs, charges and expenses, if any, incurred in the collection thereof, then to the payment of the Note and the secured indebtedness and any balance remaining shall be subject to the order of the Grantor; provided, however, that the Grantor may be permitted by Noteholder to receive all of said proceeds so collected for the sole purpose of reimbursing Grantor for proper expenditures made in repairing or restoring the damaged property, and the payment of said proceeds from said policies to the Grantor for the purpose provided for herein shall not impair any right, title, interest or lien hereunder; and the Noteholder is hereby authorized but not obligated to enforce in its name or in the name of the Grantor payment of any and all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof. From time to time, Noteholder may waive certain of the insurance requirements herein contained, but any such waiver must be in writing and any waiver will be revocable upon written notice to Grantor.

(r) That Grantor will promptly pay its share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Properties or any portion thereof.

(s) That Grantor will permit the Noteholder and its accredited agents, representatives and employees at all times to go upon, examine, inspect and remain on the Mortgaged Properties, and to go upon the derrick floor of any well at any time drilled or being drilled thereon, and will furnish to Noteholder on request all pertinent information in regard to its affairs, finances and accounts relating to the Mortgaged Properties or any part thereof.

(t) That Noteholder at all times shall have the right to release any part of the property now or hereafter subject to the lien hereof or any part of the proceeds of production or other income herein or hereafter assigned or pledged or any other security it now has or may hereafter have securing said indebtedness, without releasing any other part of said property, proceeds or income, and without affecting the lien hereof as to the part or parts thereof not so released, or the right to receive future proceeds and income.

(u) That, promptly upon receipt of any written request from the Noteholder, Grantor will furnish and deliver, pursuant to such request, complete abstracts of title prepared by competent abstractors and covering title to the real property hereby mortgaged from the sovereignty of the soil to the latest practicable date. Should Grantor fail to furnish such abstracts upon such request, Noteholder may proceed to obtain such abstracts, and any and all costs so incurred shall be payable by Grantor upon demand, the obligation for such payment being secured by all liens and remedies granted in this Mortgage. Any abstracts furnished by Grantor or so acquired by Noteholder shall be and constitute a part of the Mortgaged Properties, as above defined.

(v) That Grantor will, if requested by Noteholder, furnish Noteholder any information or data possessed by Grantor with respect to the Mortgaged Properties, and in the case of oil and gas leases full information, including independent engineering reports, shall be furnished with regard to the wells drilled or reworked, including, without limitation, electrical logs, core analyses and well pressure reports.

(w) That Grantor shall make available to Noteholder, or its engineers, attorneys or representatives, at any time requested, its complete files and contracts on the properties included in this instrument and the wells, pipelines and other property located thereon, or regarding the operations of (or the production from) the Mortgaged Properties, and in the event Noteholder or the Trustee should take possession of the Mortgaged Properties under this Mortgage, Noteholder shall be entitled to possession of all such files and contracts. Should this Mortgage be foreclosed (howsoever such foreclosure may be effected), the purchaser at the foreclosure sale shall be entitled to all such files.

(x) That Grantor will not enter into any new material operating agreement or material amendment of any existing operating agreement affecting the Mortgaged Properties without the prior written consent of the Noteholder.

(y) That Grantor will promptly upon demand by the Noteholder pay all reasonable costs and expenses heretofore or hereafter incurred by Noteholder for legal services rendered to it in connection with the making of the initial or any future loan to Grantor secured in whole or in part by the lien hereof and/or in the enforcement of any of its rights hereunder.

(z) That Grantor will continuously maintain in good condition and operate, or cause to be maintained and operated, in a good and workmanlike manner any pipelines and pipeline systems included in the Mortgaged Properties in accordance with the valid rules and regulations of duly constituted authorities.

2.3. Grantor agrees to take all such action and to exercise all rights and remedies as are available to Grantor to cause the owner or owners of the working interest in the Mortgaged Properties to comply with the covenants and agreements contained herein. With respect to those Subject Leases which are being operated by operators other than Grantor, Grantor shall not be obligated itself to perform any undertakings contemplated by the covenants and agreements contained herein which are performable only by such operators and are beyond the control of Grantor; however, Grantor agrees to promptly take all actions available to Grantor under any operating agreement or otherwise to bring about the performance of any such undertakings required to be performed by such operators.

2.4. Grantor agrees that, if Grantor fails to perform any act or to take any action which hereunder Grantor is required to perform or take or to pay any money which hereunder Grantor is required to pay, the Noteholder, in Grantor's name or its own name, may (but shall not be obligated to) perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by the Noteholder and any money so paid by the Noteholder shall be a demand obligation owing by Grantor and shall bear interest from the date of making such payment until paid at the same rate as is provided in the Note for interest on past due principal (not to exceed the maximum nonusurious rate permitted by law) and shall be secured by the lien evidenced by this Mortgage and by any other instrument securing the secured indebtedness, and the Noteholder, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment.

ARTICLE III.

Assignment of Production, Accounts, Contract Rights and Proceeds

3.1. For the purpose of additionally securing the payment of all secured indebtedness and to facilitate the discharge of all such indebtedness and as cumulative of any and all rights and remedies herein provided for, Grantor hereby BARGAINS, SELLS, TRANSFERS, ASSIGNS, SETS OVER and DELIVERS to the Noteholder, its successors and assigns, all of the following:

(a) All oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced from the interests of Grantor in the oil, gas and mineral leases, properties, processing plants and interests now or hereafter constituting a part of the Mortgaged Properties from and after the Effective Date (as hereafter defined), and the Grantor hereby authorizes and empowers said Noteholder to demand, collect and receive said oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced from the interests of Grantor in said Mortgaged Properties, and to execute any release, receipt, division order, transfer order and relinquishment or other instrument that may be required or necessary to collect and receive such production or the proceeds therefrom and Grantor hereby authorizes and directs all pipeline companies, gathering companies and others purchasing oil, gas or other mineral production from said properties or having in their possession any production from said properties or the proceeds therefrom, to pay and deliver to Noteholder all such production or proceeds therefrom accruing. Grantor agrees that all division orders, transfer orders, receipts and other instruments which Noteholder may from time to time execute and deliver for the purpose of collecting or receipting for such production or the proceeds therefrom may be relied upon in all respects, and that the same shall be binding upon Grantor, and Grantor's successors and assigns. Grantor agrees to execute and deliver all necessary and appropriate instruments, including transfer and division orders, which may be required by Noteholder in connection with the receipt by Noteholder of such production or the proceeds therefrom and to indemnify and keep and hold said Noteholder free and harmless from all parties whomsoever having or claiming an adverse interest in said leases, properties and interests and the production and proceeds therefrom, and in this respect agrees to pay all expenses, costs, charges and reasonable attorneys' fees that may be incurred by Noteholder as to any of said matters.

(b) All amounts or proceeds hereafter payable to or to become payable to Grantor or to which Grantor is entitled under all gas sales contracts, all oil, distillate or condensate sales contracts, all gas transportation contracts, and all gas processing contracts relating to or now or hereafter to become a part of the Mortgaged Properties.

(c) All amounts, sums, revenues and income which become payable to Grantor from any of the Mortgaged Properties (including after-acquired properties) or under any contract, present or future, relating to any gas pipeline system and processing plant or unit now or hereafter constituting a part of the Mortgaged Properties.

Grantor hereby authorizes and directs that all such pipeline companies, purchasers, transporters and other parties owing moneys to Grantor under contracts herein assigned, pay such amounts direct to Noteholder as follows:

[redacted] [redacted] [redacted]

Texas Commerce Bank
National Association
712 Main Street
Houston, Texas 77002

and such authorization shall continue until this Mortgage is released. Noteholder is authorized to collect, receive and receipt for all such amounts and no party making payment shall have any responsibility to see to the application of any funds paid to the Noteholder, but shall be fully protected in making such payment to Noteholder under the assignments herein contained. Should Noteholder bring suit against any third party for collection of any amounts or sums included within this assignment (and Noteholder shall have the right to bring any such suit) it may sue either in its own name or in the name of Grantor.

The office where the records of Grantor with respect to the accounts and contract rights concerning the Mortgaged Properties are kept is located at the address shown opposite the signature of Grantor to this Mortgage, and Grantor agrees that the place at which such records are kept will not be changed without the prior written consent of the Noteholder.

3.2. Independent of the foregoing provisions and authorities herein granted, Grantor agrees to execute and deliver any and all transfer orders, payment orders, division orders and other instruments that may be requested by the Noteholder or that may be required by any purchaser of the production from any of the Mortgaged Properties for the purpose of effectuating payment of the proceeds of runs to the Noteholder. If under any existing sales agreements, other than division orders or transfer orders, any proceeds of runs are required to be paid by the purchaser to Grantor so that under such existing agreement payment cannot be made of such proceeds of runs to the Noteholder, Grantor's interest in all proceeds of runs under such sales agreements and in all other proceeds of runs which for any reason may be paid to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over to the Noteholder.

3.3. Grantor authorizes and empowers Noteholder to receive, hold and collect all sums of money paid to Noteholder in accordance with this assignment and to apply the same as is hereinafter provided, all without any liability or responsibility on the part of Noteholder, save as to good faith in so receiving and applying said sums. All payments provided for in this assignment shall be paid promptly to Noteholder, and any provision contained in any note or notes evidencing said indebtedness or any part thereof to the contrary notwithstanding, Noteholder may apply the same or so much thereof as it elects to the payment of secured indebtedness, application to be made in such manner as it elect, regardless of whether the application so made shall exceed the payments of principal and interest then due as provided in the note or notes evidencing said indebtedness. After such application has been so made by Noteholder, the balance of any such payment or payments remaining shall be paid to Grantor. It is understood and agreed that should said payments provided for by this assignment be less than the sum or sums then due on said indebtedness, such sum or sums then due shall nevertheless be paid by Grantor in accordance with the provisions of the note or notes or other instrument or instruments evidencing said indebtedness and neither this assignment nor any provision herein contained shall in any manner be construed to affect the terms and provisions of said note or notes or other instrument or instruments. Likewise, neither this assignment nor any provision herein contained shall in any manner be construed to affect the lien, rights and remedies herein granted securing said indebtedness, nor Grantor's liability therefor. The rights under this assignment are cumulative of the other rights, remedies and powers granted under this

Mortgage and are cumulative of any other security which Noteholder now holds or may hereafter hold to secure the payment of said indebtedness.

3.4. Should any person now or hereafter purchasing or taking oil, gas, other hydrocarbons or other minerals attributed to the Mortgaged Properties fail to make payment promptly to the Noteholder of the hereby assigned proceeds of runs, the Noteholder shall have the right to make, or to require Grantor to make, a change of connection and the right to designate or approve the purchaser with whose facilities a new connection shall be made, without liability or responsibility in connection therewith, so long as ordinary care is used in making such designation, and Grantor agrees to pay to the Noteholder the amount of any proceeds of runs not promptly paid to the Noteholder by any person having responsibility for payment thereof. Additionally, the Noteholder may at its option declare the entire secured indebtedness to be immediately due and payable.

3.5. The Noteholder and its successors and assigns are hereby absolved from all liability for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith, except the responsibility to account to Grantor for funds actually received. Grantor agrees to indemnify and hold harmless the Noteholder and the Trustee against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that it received either before or after payment in full of the secured indebtedness funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons, and the Noteholder and the Trustee shall each have the right to defend against any such claims or actions, employing attorneys of their own selection, and if not furnished with indemnity satisfactory to them, they shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by the Noteholder or the Trustee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by Trustee or Noteholder pursuant to the provisions of this section shall be a demand obligation owing by Grantor, shall bear interest from date of expenditure until paid at the same rate as is provided in the Note for interest on past due principal, and shall be a part of the secured indebtedness.

3.6. Nothing herein contained shall detract from or limit the absolute obligation of the Grantor to make prompt payment of the Note, of all amounts owing thereon, and of all amounts owing hereunder at the time and in the manner provided in the Note or provided herein, regardless of whether the proceeds herein assigned are sufficient to pay the same, and the rights under this assignment shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Note and all other secured indebtedness. Moneys received under the assignments herein contained shall not be deemed applied to payment of the secured indebtedness unless and until such funds are actually applied to the indebtedness. Noteholder may, in its sole discretion, permit funds received by it to be returned to Grantor (rather than applied to Grantor's indebtedness) by deposit to its account for use in Grantor's operations.

ARTICLE IV.

Waiver and Partial Release

4.1. The Noteholder may at any time and from time to time in writing:

(a) Waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing;

(b) Consent to Grantor's doing any act which hereunder Grantor is prohibited from doing, or to Grantor's failing to do any act which hereunder Grantor is required to do, to the extent and in the manner specified in writing; or

(c) Release any part of the Mortgaged Properties, or any interest therein, or any proceeds of runs from the lien of this Mortgage, without the joinder of the Trustee.

No such act by Grantor shall in any way impair the rights of the Noteholder hereunder except to the extent specifically agreed to by the Noteholder in such writing.

4.2. The lien and other security rights of the Noteholder hereunder shall not be impaired by any indulgence, including but not limited to

(a) Any forbearance, renewal, extension or modification (whether one or more) which the Noteholder may grant with respect to any secured indebtedness; or

(b) Any surrender, compromise, release, renewal, extension, exchange or substitution which the Noteholder may grant in respect of any item of the Mortgaged Properties or any part thereof or any interest therein, or any of the proceeds of runs, or

(c) Any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness.

ARTICLE V.

Possession Until Default; Defeasance

5.1. Unless a default specified in Section 6.1 hereof shall occur and be continuing, Grantor shall retain full right to the Mortgaged Properties (except the proceeds of runs assigned under Section 3.1 hereof), subject, however, to all of the terms and provisions of this Mortgage.

5.2. If all of the secured indebtedness be paid as the same becomes due and payable and if the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, then and in that event only all rights under this Mortgage shall terminate and the properties hereby conveyed shall become wholly clear of the liens, conveyances and assignments evidenced hereby, and such liens shall be released by the Noteholder in due form at Grantor's cost.

ARTICLE VI.

Remedies in Event of Default

6.1. The term "default" as used in this Mortgage shall mean the occurence of any of the following events:

(a) The failure of Grantor to make due and punctual payment of the Note or of any other secured indebtedness under this Mortgage or of any installment of principal, or any part thereof, as the same shall become due and payable, whether at maturity or when accelerated pursuant to any power to accelerate contained in the Note or contained herein, or of any installment of interest;

(b) The failure of Grantor to pay over to the Noteholder within five (5) days after receipt of written demand any proceeds of the sale of the oil, gas, other hydrocarbons and other minerals

produced, saved, or sold from or allocated to the Mortgaged Properties which are paid to Grantor rather than the Noteholder as provided in Section 3.2 hereof;

(c) The failure of Grantor timely and properly to observe, keep or perform any covenant, agreement, warranty or condition herein required to be observed, kept or performed, and such failure is not cured within ten (10) days after notice from the Noteholder;

(d) The occurrence of an event of default under the Loan Agreement.

6.2. Upon the occurrence of a default, all secured indebtedness in its entirety shall become immediately due and payable without notice (except as expressly provided herein or in the Loan Agreement), presentation or demand of any kind, all of which are hereby waived, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as the Noteholder may elect.

6.3. Upon the occurrence of a default, the Trustee, his successor or substitute, upon the written request of the Noteholder, shall be authorized and empowered and it shall be his special duty to sell the Mortgaged Properties or any part thereof. Such sale may be at one or more sales, as an entirety or in parcels, as the Trustee may elect, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate.

Upon the occurrence of a default, the Trustee, his successor or substitute, shall have the right and power to proceed by suit or suits in equity or at law, whether for the specific performance of any covenant or agreement of the Grantor herein contained or in aid of the execution of any power herein granted, or for foreclosure or the sale of the Mortgaged Properties or any part thereof under the judgment or decree of any court of of competent jurisidiction, or for the enforcement of any other appropriate legal or equitable remedy. In the event the Noteholder shall request the Trustee to sell the Mortgaged Properties or to proceed by suit as in this section provided, the Noteholder shall have the right to direct the time, method and place of conducting and proceeding for any remedy available to the Trustee or of exercising any trust or power conferred upon him; provided, however, that the Trustee shall have the power to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken. If and to the extent permitted by applicable law:

(a) Any foreclosure sale hereunder may be as an entirety or in such parcels as the Noteholder may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law.

(b) Any and all statements of fact or other recitals made by the Noteholder or by the Trustee or any or substitute appointed hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to all of said indebtedness having become due and payable, or as to the refusal, failure or inability to act of the Trustee or any substitute or successor trustee, or as to any other act or thing having been duly done by Noteholder or by such Trustee, substitute or successor, shall be taken as prima facie evidence of the truth of the facts so stated and recited.

(c) The Trustee, his successor or substitute, may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any foreclosure proceeding instituted by the Trustee, but in the name and on behalf of the Trustee, his successor or substitute.

(d) It shall not be necessary for the Trustee or any public officer acting under execution or order of the court to have physically present or constructively in his possession any of the Mortgaged Properties.

(e) Any sale or sales of the Mortgaged Properties pursuant to judicial proceedings shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor of, in and to the premises and property sold, and shall be a perpetual bar, both at law and in equity, against Grantor, its successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under Grantor, its successors or assigns; nevertheless, Grantor, if requested by the Trustee or the Noteholder so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

(f) Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making a sale under judicial proceedings, shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase price, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

(g) The purchaser at any such sale shall not, nor shall his or its heirs, legal representatives, successors or assigns be deemed to have, by reason of the acquisition of property or rights mortgaged hereunder, assumed any liability or obligation of any Lessee or Operator of the Mortgaged Properties, or any part thereof, arising by reason of any occurrence taking place prior to such sale.

(h) After each sale, the Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Grantor, conveying the property so sold to the purchaser or purchasers in fee simple with general warranty of title, and shall receive the proceeds of said sale or sales and apply the same as herein provided, and Grantor binds itself, its successors and assigns, to warrant and forever defend such title.

(i) The power of sale granted herein shall not be exhausted by any sale held hereunder by the Trustee or his substitute or successor, and such power of sale shall exist and may be exercised in any manner provided by law or herein from time to time and as many times as the Noteholder may deem necessary until all of the Mortgaged Properties have been duly sold and all secured indebtedness has been fully paid.

6.4. Upon the occurrence of a default, the Trustee, his successors or substitute, is authorized and empowered, and it shall be his special duty at the request of the Noteholder, to enforce this trust and to sell the Mortgaged Properties which may be located in the State of Texas as an entirety or in parcels, as the Trustee acting may designate, at the courthouse of any county in the State of Texas in which a part of said Mortgaged Properties being sold may be situated at public vendue to the highest bidder for cash between the hours 10 a.m. and 4 p.m. on the first Tuesday in any month after having given notice of such sale in accordance with the Statutes of Texas now in force (which is now Article 3810 of the Revised Civil Statutes of Texas of 1925) governing sales of real estate under powers of sale conferred by deed of trust. If the applicable Statute should be hereafter amended to

provide a different notice of sale applicable to sales of real estate under power of sale in a deed of trust, then the Trustee may, in his sole discretion, give either the notice of sale now provided to be given under Article 3810 or that prescribed by the amended Statute. Any sale made by the Trustee hereunder may be as an entirety or in such parcels as Noteholder may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. After each sale, the Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Grantor, conveying the property so sold to the purchaser or purchasers in fee simple with general warranty of title binding upon Grantor, its successors and assigns, and shall receive the proceeds of said sale or sales and apply the same as herein provided. The power of sale granted herein shall not be exhausted by any sale held hereunder by the Trustee or his substitute or successor, and such power of sale may be exercised from time to time and as many times as the Noteholder may deem necessary until all of the Mortgaged Properties have been duly sold and all secured indebtedness has been duly paid. Any such sale shall be a perpetual bar against Grantor, and Grantor's heirs, legal representatives or successors in interest, as the case may be, as to the property sold.

6.5. This instrument shall be effective as a mortgage as well as a deed of trust and may be foreclosed as to any of the properties covered hereby in any manner permitted by the laws of the State of Texas or of any other state in which any part of the Mortgaged Properties is situated, and any foreclosure suit may be brought by the Trustee or by the Noteholder. In addition to all other remedies herein provided for, Grantor agrees that after a default has occurred the Trustee or the Noteholder shall as a matter of right be entitled to the appointment of a receiver or receivers to be designated by the Noteholder for all or any part of the Mortgaged Properties, whether such receivership be incident to a proposed sale of such property or otherwise, and Grantor does hereby consent to the appointment of such receiver or receivers, agrees not to oppose any application therefor by the Trustee or the Noteholder, and agrees that such appointment shall in no manner affect the rights of the Noteholder under Article III hereof.

6.6. The proceeds of any sale held by the Trustee or any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to expenses of advertising, sale and conveyance and all court costs and charges of every character in the event foreclosed by suit, and a reasonable fee to the Trustee acting under the provisions of this Article VI if foreclosed by power of sale as provided in said section, not exceeding five percent (5%), to be estimated upon the amount realized at such sale;

SECOND, to the payment of the secured indebtedness in such order as the Noteholder may elect, including attorneys fees under the Note, which shall be cumulative of the trustee's fee hereinabove provided for and shall be due and payable whether the lien of this Mortgage be foreclosed by sale or by judicial process; and

THIRD, the remainder, if any there shall be, shall be paid to Grantor or to Grantor's representative, successors or assigns.

6.7. The Noteholder shall have the right to become the purchaser at any sale held by any Trustee or substitute or successor or by any receiver or public officer, and any Noteholder purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to such Noteholder, or if such Noteholder holds

less than all of such indebtedness the pro rata part thereof owing to such Noteholder, accounting to all such Noteholders not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding Noteholder or Noteholders.

6.8. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity, and the Trustee and the Noteholder shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of said indebtedness and the enforcement of the covenants herein and the foreclosure of the liens evidenced hereby, and the resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

6.9. The Noteholder may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to the Noteholder in its sole and uncontrolled discretion, and any action shall not in anywise be considered as a waiver of any of the rights, benefits or liens evidenced by this instrument.

6.10. To the full extent that Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Properties, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness (except as expressly provided herein or in the Loan Agreement) and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this section and now in force, of which Grantor or Grantor's successors might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

6.11. If a default shall have occurred and be continuing, the Grantor will, upon request of the Trustee or the Noteholder, execute and deliver to such person or persons as may be designated by the Trustee or the Noteholder appropriate powers of attorney to act for and on behalf of the Grantor in all transactions of the Grantor with any federal or state agency relating to any of the Mortgaged Properties.

6.12. Upon the occurrence of a default, the Trustee and the Noteholder, or either of them, are authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Mortgaged Properties, or any part thereof, and to exercise without interference from Grantor any and all rights which the Grantor has with respect to the management, possession and operation of the Mortgaged Properties. All costs, expenses and liabilities of every character (including costs of unsuccessful workover operations or additional wells or dry holes) incurred by the Trustee or the Noteholder in managing, operating and maintaining such properties, including, without limitation, costs of additional drilling and reworking, whether successful or unsuccessful, shall constitute a demand obligation owing by Grantor and shall draw interest at the rate of ten percent (10%) per annum until paid, all of which shall constitute a portion of the secured indebtedness.

6.13. Upon the occurrence of a default, if Grantor should fail to comply with any of the covenants or obligations of Grantor hereunder, then Noteholder or said Trustee may perform the same for the account

and at the expense of Grantor but shall not be obligated so to do, and any and all expenses incurred or paid in so doing shall be payable by Grantor to Noteholder with interest at the rate of ten percent (10%) per annum from the date when same was so incurred or paid, and the amount thereof shall be payable on demand, and shall be secured by and under this Mortgage, and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of Noteholder or any officer or agent thereof, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the privileges granted in this paragraph shall in nowise be considered or constitute a waiver of the right of Noteholder upon the happening of a default hereunder to declare the secured indebtedness to be at once due and payable but is cumulative of such right and all other rights herein given.

6.14. Upon the occurrence of an event of default and if such event shall be continuing, the Trustee shall have the right and power to sell any of the Mortgaged Property located in the State of Mississippi as an entirety or in parcels as the Trustee may designate after having published notice of the day, time, place and terms of the sale in some newspaper published in the county or counties, as the case may be, in which the Mortgaged Property is situated for three (3) consecutive weeks preceding the date of sale; and, by posting one notice of such sale at the Court House of each county in which the Mortgaged Property is situated for said period of time. In the event the Mortgaged Property is located in more than one county, the Trustee shall have the power to select the county in which the sale shall be made and his selection shall be binding. The Trustee shall have full power to fix the day, time, place and terms of sale and may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Trustee. Grantor waives the provisions of Section 89-155 of the Mississippi Code of 1972, Recompiled, and Laws amendatory thereto, if any, as far as said section restricts the right of the Trustee to offer at sale more than 160 acres at one time, and the Trustee, in his discretion, may offer the Mortgaged Property as a whole or in such part or parts as he may deem desirable, regardless of the manner in which it may be described. Any sale made by the Trustee hereunder may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law.

ARTICLE VII.

Security Agreement

Without limiting any of the provisions of this instrument, Grantor (referred to in this Article as "Debtor", whether one or more), expressly GRANTS unto the Noteholder, as Secured Party (referred to in this Article as "Secured Party", whether one or more), a security interest in all the properties hereinabove described (including both those now and those hereafter existing) to the full extent that such properties may be subject to the Uniform Commercial Code of the state or states where such properties are situated. The security interest granted hereby also covers and includes all contract rights, general intangibles and accounts with respect to said properties and all products and proceeds of said properties (said properties, contract rights, general intangibles, accounts, products and proceeds being hereinafter collectively referred to as the "Collateral" for the purposes of this paragraph). Debtor covenants and with the Secured Party that:

(a) In addition to and cumulative of any other remedies granted in this instrument to the Secured Party or the Trustee, the Secured Party may, in event of default, proceed under said Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a secured party after default under said Uniform Commercial Code, including, without limitation,

the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any reasonable costs and expenses and attorneys' fees and legal expenses thereby incurred by Secured Party, and toward payment of the secured indebtedness in such order or manner as Secured Party may elect.

(b) Upon a default, Secured Party shall have the right (without limitation) to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned (except for Secured Party's willful misconduct), and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

(c) To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other right or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to Debtor at the address shown with Debtor's signature hereinbelow at least ten days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(d) Secured Party is expressly granted the right, at its option, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the secured indebtedness or to apply it on the principal and interest or other amounts owing on any of the secured indebtedness, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshalling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived.

(e) All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be prima facie evidence of the matter stated therein, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed to have been performed or to have occurred.

(f) Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. All reasonable expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the indebtedness secured by this instrument, and Debtor shall be liable therefor.

(g) Should Secured Party elect to exercise its rights under said Uniform Commercial Code as to part of the personal property and fixtures described herein, this election shall not preclude Secured Party or the Trustee from exercising the rights and remedies granted by the preceding paragraphs of this instrument as to the remaining personal property and fixtures.

(h) Secured Party may, at its election, at any time after delivery of this instrument, sign one or more copies hereof in order that such copies may be used as a financing statement under said Uniform Commercial Code. Such signature by the Secured Party may be placed between the last sentence of this instrument and the Debtor's acknowledgment or may follow the Debtor's acknowledgement. Secured Party's signature need not be acknowledged and is not necessary to the effectiveness hereof as a deed of trust, mortgage, assignment, pledge or security agreement.

(i) Any copy of this instrument which is signed by both Debtor and Secured Party may also serve as a financing statement under said Uniform Commercial Code between the Debtor, whose address is designated with its signature, and the Secured Party, whose address is 712 Main Street, Houston, Texas.

(j) So long as any amount remains unpaid on the secured indebtedness, Debtor will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder, unless the prior written specific consent and approval of Secured Party shall have first been obtained.

(k) Secured Party is authorized to file, in any jurisdiction where Secured Party deems it necessary, a financing statement or statements, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording this instrument, as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this instrument is deemed by Secured Party to be necessary or desirable.

(l) The office where the records of Debtor with respect to the Collateral and the Mortgaged Properties are kept is located at the address shown opposite the signature of Debtor to this Mortgage, and Debtor agrees that the place at which such records are kept will not be changed without prior written notice to the Noteholder.

Debtor further warrants and represents to Secured Party that, except for the security interest granted hereby in the Collateral and other claims previously disclosed in writing to Secured Party, Debtor is the owner and holder of the Collateral, free of any adverse claim, security interest or encumbrance, and Debtor agrees to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor further warrants and represents that it has not heretofore signed any financing statement and no financing statement signed by Debtor is now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.

ARTICLE VIII.

Concerning the Trustee

8.1. The Trustee may resign by an instrument in writing addressed to the Noteholder. The Trustee or any successor or substitute Trustee may be removed at any time with or without cause by

an instrument in writing executed by the Noteholder and such power of removal may be exercised as frequently and at such times as the Noteholder may elect. In case of the absence, death, resignation or removal of the Trustee, or the inability, failure, or refusal of the Trustee to act, a successor or substitute Trustee may be appointed by the Noteholder by instrument complying with any applicable requirements of law, and in the absence of any such requirement, without other formality than appointment and designation in writing executed by the Noteholder. Such right to appoint a substitute Trustee shall exist and may be exercised as often and whenever the Noteholder may elect. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein required, and upon the making of any such appointment and designation, all of the estate and title of the Trustee in the Mortgaged Properties shall vest in the named successor Trustee and he shall thereupon succeed to, hold, possess and exercise all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee. All references herein to the Trustee shall be deemed to refer to the Trustee (including any successor appointed and designated as herein provided) from time to time acting hereunder.

If no successor Trustee shall have been appointed as contemplated by the foregoing provisions in this Section, or if appointed shall not have accepted the appointment, within 30 days after the occurrence of a vacancy in the office of the Trustee, the Noteholder or such retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee or Trustees.

8.2. Any Trustee from time to time serving hereunder shall have the absolute right, acting independently, to take any action and to exercise any right, remedy, power or privilege conferred upon the Trustee, and any action taken by any Trustee from time to time serving hereunder shall be binding upon all other Trustees and no person dealing with any Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustees.

8.3. The Trustee shall not be required to take any action for the enforcement of this instrument or the exercise of any rights or remedies hereunder or to appear in or defend any action, suit or other proceeding in connection therewith, where, in the opinion of the Trustee, such action will be likely to involve him in expense or liability, unless the Trustee be tendered security and indemnity satisfactory to him, against cost, expense or liability in connection therewith.

8.4. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this instrument or any other instrument supplemental hereto, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Properties or against the Grantor or to see to the performance or observance by the Grantor of any of the covenants or agreements herein contained. The Trustee shall not be responsible for the execution, acknowledgement or validity of this instrument or of any instrument supplemental hereto or of the Note, or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of the holder of the Note. The Trustee shall have the right to consult with counsel upon any matters arising hereunder, and shall be fully protected in relying as to legal matters on the advice of the counsel. The Trustee shall not incur any personal liability hereunder except for his own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

ARTICLE IX.

Miscellaneous

9.1. This instrument is a deed of trust and mortgage of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

9.2. All options and rights of election herein provided for the benefit of the Noteholder are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. By the acceptance of payment of any indebtedness secured hereby after its due date, the Noteholder does not waive the right either to require prompt payment when due of all other sums so secured or to regard as a default failure to pay any other sums due which are secured hereby. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at time and from time to time.

9.3. No release of any part of the Mortgaged Properties shall in any wise alter, vary or diminish the force, effect or lien of this instrument on the balance of the Mortgaged Properties.

9.4. Any provision contained herein or in the Note or in any other instrument evidencing or relating to any secured indebtedness to the contrary notwithstanding, neither Bank nor any Noteholder nor the holder of any other secured indebtedness shall be entitled to receive or collect, nor shall Grantor be obligated to pay, interest on any of the secured indebtedness in excess of the maximum rate of interest permitted by applicable law, and if any provision of the Note or of any other such instrument shall ever be construed or held to permit the collection or to require the payment of any amount of interest in excess of that permitted by applicable law, the provisions of this section shall control and shall override any contrary or inconsistent provision of the Note or other instrument.

9.5. Any notice, request, demand or other instrument which may be required or permitted to be given or furnished to or served upon Grantor shall be addressed to Grantor at 711 Polk, Suite 1200, Houston, Texas 77002, or such other address as the Grantor may furnish to the Trustee or Noteholder in writing. Notices to the Trustee and the Noteholder shall be deemed to have been properly given if delivered in like fashion to them at Texas Commerce Bank National Association, 712 Main Street, Houston, Texas 77002, Attention: Petroleum Division, or at such other address as the Trustee or the Noteholder may furnish to the Grantor in writing.

9.6. Renewals and extensions of the secured indebtedness may be given at any time and amendments may be made to this Mortgage and other agreements relating to any of the secured indebtedness or the Mortgaged Properties and/or such properties may at any time be released or partially released and/or the Noteholder may take or hold other security for the secured indebtedness without notice to or joinder or consent of any persons hereafter acquiring any interest in the Mortgaged Properties. The Trustee or the Noteholder may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien upon all of the Mortgaged Properties not expressly released until the secured indebtedness is fully paid.

9.7. If any provision hereof or of the Note is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Note shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee, Bank and the Noteholder in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

9.8. All of the terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the successors and assigns of Grantor, and shall inure to the benefit of the Trustee and the Noteholder and their respective successors and assigns and shall constitute covenants running with the lands covered by the Mortgaged Properties, but this provision shall not be construed to authorize any sale or other disposition of the Mortgaged Properties contrary to any other provisions hereof.

9.9. This Mortgage is being executed in several counterparts, each of which is an original and all of which are identical, containing all property descriptions included in the Exhibits annexed hereto. One of such counterparts has been delivered to each of Grantor, Noteholder and Trustee. Numerous additional counterparts have been executed, all of which are identical except that to facilitate filing and recordation there are omitted from certain counterparts those property descriptions in the Exhibits which contain specific descriptions of properties located in jurisdictions other than the filing or recording jurisdiction in which the particular counterpart is to be filed or recorded. Each of such counterparts shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

9.10. The term "Grantor" herein used shall mean and include either individuals, partnerships or corporations executing this instrument, and their successors in interest in the Mortgaged Properties. The number and gender of pronouns used in referring to Grantor shall be construed to mean and correspond with the number and gender of the individuals, partnerships and/or corporations executing this instrument as Grantor, and, further, the term "Grantor" herein used shall mean and include both all of the parties executing this instrument as Grantor as well as any single one or more of them.

9.11. The "Effective Date" of this instrument is 7:00 a.m. local time on February 29, 1980, at the location of the Mortgaged Properties, respectively.

9.12. The Bank recognizes its obligation to preserve the confidentiality of information obtained by it pursuant to this instrument.

9.13. Certain of the Mortgaged Properties may be held by Petro-Search Exploration Corporation, Petro-Search, Inc. or Petro-Search Nominee Partnership Co. as nominee for Howell. Howell, intending that the entirety of its interest (both beneficial and of record) in such properties be subjected to the liens and security interests created by this Mortgage, hereby directs each such corporation, insofar as it may be a nominee for Howell, to execute and deliver this Mortgage.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized undersigned officers.

"GRANTOR"

HOWELL PETROLEUM CORPORATION

By: _____
Sidney P. Jones, Jr., President

711 Polk, Suite 1200
Houston, Texas 77002

_____
Louise A. Glenn, Assistant Secretary

711 Polk, Suite 1200
Houston, Texas 77002

HOWELL OIL & GAS, INC.

By: _____
President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH, INC.

By: _____
J. Darby Sere', Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH EXPLORATION ~~COMPANY~~ CORPORATION

By: _____
J. Darby Sere', Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH NOMINEE PARTNERSHIP CO.

By: PETRO-SEARCH, INC.,
General Partner

By: _____
J. Darby Sere',
Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

By: HOWELL PETROLEUM
CORPORATION,
General Partner

By: _____
Sidney F. Jones, Jr.,
President

ATTEST:

_____
Louise A. Glenn, Assistant Secretary

By: HOWELL OIL & GAS, INC.,
General Partner

By: _____
Sidney F. Jones, Jr.,
President

ATTEST:

_____
Louise A. Glenn, Secretary

[redacted] [redacted] [redacted]

"BANK"

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: _____
Gary K. Wright, Vice President

712 Main Street
Houston, Texas 77002

"TRUSTEE"

_____
GARY K. WRIGHT

514

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary K. Wright, Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said association, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 29th day of February, 1980.

Cherrie E. Ward
Notary Public in and for
Harris County, Texas

CHERRIE WARD
Notary Public in Harris County, Texas
My Commission Expires 2-22-84

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sidney F. Jones, Jr., President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 29th day of February, 1980.

Cherrie E. Ward
Notary Public in and for
Harris County, Texas

CHERRIE E. WARD
Notary Public in Harris County, Texas
My Commission Expires

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sidney F. Jones, Jr., President of HOWELL OIL & GAS, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 29th day of February, 1980.

Cherrie E. Ward
Notary Public in and for
Harris County, Texas

CHERRIE E. WARD
Notary Public in Harris County, Texas
My Commission Expires 2-22-84

(SEAL)

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Seré, Vice President of PETRO-SEARCH, INC., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 29th day of February, 1980.

Cherri E. Ward
Notary Public in and for
Harris County, Texas

(SEAL)

CHERRI E. WARD
Notary Public in Harris County, Texas
My Commission Expires 2-22-84

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Seré, Vice President of PETRO-SEARCH EXPLORATION CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 29th day of February, 1980.

Cherri E. Ward
Notary Public in and for
Harris County, Texas

(SEAL)

CHERRI E. WARD
Notary Public in Harris County, Texas
My Commission Expires 2-22-84

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Seré, Vice President of PETRO-SEARCH, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said PETRO-SEARCH, INC., a corporation, and as the act and deed of the said corporation in its capacity as a general partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO., a Colorado partnership.

GIVEN under my hand and seal of office, this the 29th day of February, 1980.

Cherri E. Ward
Notary Public in and for
Harris County, Texas

(SEAL)

CHERRI E. WARD
Notary Public in Harris County, Texas
My Commission Expires 2-22-84

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sidney F. Jones, President of HOWELL PETROLEUM CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said HOWELL PETROLEUM CORPORATION, a corporation, and as the act and deed of the said corporation in its capacity as a general partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO., a Colorado partnership.

GIVEN under my hand and seal of office, this the 29th day of February, 1980.

Cherri E Ward
Notary Public in and for
Harris County, Texas

(SEAL)

CHERRI E. WARD
Notary Public in Harris County, Texas
My Commission Expires 2-22-84

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sidney F. Jones, Jr., President of HOWELL OIL & GAS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said HOWELL OIL & GAS, INC., a corporation, and as the act and deed of the said corporation in its capacity as a general partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO., a Colorado partnership.

GIVEN under my hand and seal of office, this the 29th day of February, 1980.

Cherri E. Ward
Notary Public in and for
Harris County, Texas

(SEAL)

CHERRI E. WARD
Notary Public in Harris County, Texas
My Commission Expires 2-22-84

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§ ss.:
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, Cherri E. Ward, a Notary Public duly qualified, commissioned, sworn and acting in the County and State aforesaid and residing in Houston, Harris County, Texas, hereby certify that, on this 29th day of February, 1980:

There personally appeared before me SIDNEY F. JONES, JR., President of HOWELL PETROLEUM CORPORATION, President of HOWELL OIL & GAS, INC., President of HOWELL PETROLEUM CORPORATION, General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO. and President of HOWELL OIL & GAS, INC., General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP C..; J. DARBY SERE, Vice President of PETRO-SEARCH, INC., Vice President of PETRO-SEARCH EXPLORATION COMPANY and Vice President of PETRO-SEARCH, INC., General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO., each known to me to be such officer, each such corporation and PETRO-SEARCH NOMINEE PARTNERSHIP CO. being a party to the foregoing instrument:

(MISSISSIPPI) Personally appeared before me the above named persons who acknowledged that they signed, executed and delivered the foregoing instrument this day in their capacities as officers of the respective corporations, for and on behalf of each said corporation, being duly authorized so to do by the Board of Directors of each said corporation.

(OKLAHOMA) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of each such corporation to the foregoing instrument as the designated officer of each such corporation and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

(WYOMING) The foregoing instrument was acknowledged before me by said officers on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Houston, County of Harris, State of Texas, on the date first above mentioned.

Cherri E. Ward

Cherri E. Ward, Notary Public
in Harris County, T E X A S

My Commission Expires:

February 22, 1984

Release BK 13 Rls. Pg. 554

519

MORTGAGE

Released Bk 32 Pg 559

THIS MORTGAGE is made this 28th day of March, 19 80, between the Mortgagor, TOMMY L. MASTERSON and DONNA L. MASTERSON, husband and wife, (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A.-Kemmerer, a corporation organized and existing under the laws of The United States, whose address is 801 Pine Avenue, Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and no/100---------- ----------Dollars, which indebtedness is evidenced by Borrower's note dated March 28, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2010.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

that part of Lot 9 of Miller Heights Addition to the Town of Big Piney of record in the office of the Clerk of Sublette County in Book 16 of Miscellaneous on page 286 lying and being situate in the westerly portion of said Lot 9 and part of the SE¼NE¼ of Section 36, T 30 N, R 112 W, Sublette County, Wyoming, described as follows:

Beginning at the southeast corner of said Lot 9 identical with the southeast corner of an easement of record in the said Office in Book 17 of Miscellaneous on page 374, N.57°01'E., 1661.02 feet from the west one-quarter corner of said Section 36 where found a 10"x8"x12" quartzite stone marked ¼ on west; then N.22°01'W., 46.3 feet across said easement to a 3/8"x12" steel spike on the northerly line of said easement; thence N.19°04'W., 241.2 feet, more or less, to a point on the southerly right-of-way line of State Highway 350; thence Northwesterly, 35.4 feet, more or less, along the said southerly right-of-way line being the arc of a curve with radius of 2864.79 feet and a central angle of 32°03' with a chord bearing N.73°53'W., 25.4 feet to a point identical with the northwest corner of said Lot 9; thence S.08°08'W., 219.6 feet along the west line of said Lot 9 to a 3/8"x12" steel spike identical with the northwest corner of said easement and a corner of Milleg Lane; thence S.08°08'W., 40.0 feet along said west line identical to the line of Milleg Lane and the west line of said easement to the southwest corner of said Lot 9; thence S.81°49'E., 168.1 feet along the south line of said Lot 9 and easement to the point of beginning.

179262

Filed for record this 28th day of March A.D. 19 80 at 2:12 o'clock P M
Book 219 PAGE 212
Fee $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of 72 Milleg Lane (Street) Big Piney (City),
Wyoming 83113 (State and Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

TOMMY L. MASTERSON —Borrower

DONNA L. MASTERSON —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this March 28, 1980 (date) by

Tommy L. Masterson and Donna L. Masterson, husband and wife (person acknowledging)

My Commission expires: 5-10-82

Valorie L. Roberts
County of
Lincoln
Notary Public
State of
Wyoming
My Commission Expires May 10, 1982

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

523

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HENRY R. PHILLIPS, JR. and ELEANOR PHILLIPS husband and wife,
(aka HENRY PHILLIPS, JR.)

mortgagor S of Sublette County, State of Wyoming, to secure the payment of
Thirty-seven Thousand and No/100 -($37,000.00) - - Dollars, due 10/20/80
with interest from 2/22/80 at the rate of fifteen (15%) per cent per annum, payable at maturity
evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot One (1) Block One (1) Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 5/28/75 in Book 55 of Miscellaneous at page 678.

170792

FILED ... 19 ... 2:30 P.M.
... PAGE ... 523
... COUNTY CLERK
... PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 22nd day of February A. D. 19 80.

In the presence of

Henry R. Phillips, Jr.
Eleanor Phillips

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me by _____,

_____,

this _____ day of _____, 19 .

Witness my hand and official seal.

_____
Signature

_____
Title of Officer

My Commission Expires: _____

MORTGAGE DEED

FROM

_____

_____

TO

_____

_____

THE STATE OF WYOMING)
) ss.
County of _____)

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of _____, A. D. 19 _____ and duly recorded in Book _____ on Page _____.

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $ _____

525 order by 44 misc pg 731

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That W. PAUL McGUIRE and LaDONNA K. McGUIRE, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00), and interest accruing from date hereof at the rate of SEVEN PER CENT (7%) PER ANNUM, evidenced by one promissory note of even date herewith, said principal and interest payable monthly in installments of ONE HUNDRED DOLLARS ($100.00) beginning January 15, 1979, DO HEREBY MORTGAGE to LAURENCE G. McLOUGHLIN, a single man, mortgagee, whose address is Pinedale, Wyoming 82941, the following described real estate, situate in the County of Sublette in the State of Wyomin,, to-wit:

A tract of land located in the SE/4 NW/4 of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point which is located on the center section line N.00°41'40"W., a distance of 241.00 feet from the Center-Quarter Corner of said Section 29;

Thence from said point of beginning, S.88°56'27"W., a distance of 399.85 feet;

Thence N.00°41'40"W., a distance of 1089.94 feet;

Thence N.89°05'00'E., a distance of 399.85 feet to the northeast corner of the SE/4 NW/4;

Thence S.00°41'40"E., along the center section line a distance of 1089.00 feet to the point of beginning;

Said tract contains 10.00 acres;

TOGETHER WITH a right of access, appurtenant to the foregoing property, upon and over a tract of land, 60 feet in width, the centerline of which is described as follows, to-wit:

179315

RECORDED [illegible] 1979 at [illegible]
IN BOOK 32 Misc PAGE 525
FEE $ [illegible]
[illegible]

Beginning at a point which is South 88°56'51" East, a distance of 307.50 feet and North 00°45'51" West, a distance of 219.0 feet from the Center Quarter of said Section 29;

Thence from point of beginning South 89°34'07.3" West a distance of 307.09 feet to a point on the north-south midsection line;

Thence North 88°56'27" West, a distance of 516.24 feet to a point on the east right-of-way of County Road No. 23-144;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of whatsoever kind and nature whether of record or in actual use.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises during the life of this mortgage, and in case the mortgagors shall fail to pay such taxes and assessments, the mortgagee may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, his legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 15th day of December, 1978.

W. PAUL McGUIRE

LaDONNA K. McGUIRE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by W. PAUL McGUIRE and LaDONNA K. McGUIRE, husband and wife, this 24th day of March, 1980.

Witness my hand and official seal.

[illegible] Notary Public
County of Sublette State of Wyoming
My Commission expires November 22 19[illegible]

My commission expires:

Notary Public

REAL ES[redacted]RTGAGE — TO SECURE FUTURE A[redacted]ES — FORM NO. 4½-A [redacted]

REAL ESTATE MORTGAGE — TO SECURE FUTURE ADVANCES

Lilly R. Dockham and Eileen Dockham, husband and wife

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Thirty thousandand 00/100 Dollars, due 9-28-80 with interest from date at the rate of 16 per cent per annum, payable annually evidenced by a promissory note , of even date herewith, and the payment of future advances made hereunder with interest on each thereof at the rate of 16 per cent per annum from the time when made until paid, all such advances to be made and completed prior to the 28th day of Sept, 19 80, and maturing on the 28 day of Sept, 19 80, which said future advances when made are to be evidenced by notes from said mortgagor S , to said mortgagee , and are to be as fully secured hereby as though the same were specifically described and set forth herein, but for no greater total amount, including the present loan and advances, than Thirty thousand and 00/100 Dollars, do hereby mortgage to State Bank of Big Piney

mortgagee, of Sublette County, State of Wyoming the following described real estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

Tract in the NE¼ NW¼, Secstion 23, Township 37 North, Range 113 West, Sublette County, Wyoming

[redacted]

The mortgagor S agree to pay the indebtedness hereby secured, including the amount of the present loan and future advances, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable value Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assesements, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee , its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including Reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 28 day of March A. D, 19 80.

In the presence of

[redacted]

Release of Mortgage Book 12 - Page 490
5-28

529

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF WYOMING,
County of Sublette } ss.

On this 28 day of March, 19 80, before me personally appeared Billy R. Dockham and Eileen Dockham, husband and wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and my seal, the day and year in this certificate first above written.

My commission expires on the 1st day of Sept A. D. 19 81

CORPORATION ACKNOWLEDGEMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this day of A. D. 19 .

Notary Public.

My commission expires on the day of A. D. 19 .

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE NI[redacted]ERICAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

L. DAVID GALLATIN and CAROL S. GALLATIN

Husband and wife

mortgagor, of Sublette County, State of Wyoming, to secure the payment of

Seven Thousand Six Hundred and no/100----------Dollars, due 8 years

with interest from date at the rate of 14 per cent per annum, payable monthly ~~annually~~

evidenced by one (1) promissory note, of even date herewith, One Hundred Thirty Three

dollars for 95 months and adjustment on 96th payment

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 7, Unit 1 Orcutt Hill Subdivision, Sublette County,

Wyoming.

120114

[redacted] PAGE 530

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $7,600.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 29th day of February A. D. 19 80.

In the presence of

530 Rlsd Bk 117 619

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by L. David Gallatin aka Larry David Gallatin, Carol S. Gallatin

this 29th day of February, 1980.

Witness my Hand and official seal.

Notary Public
Signature

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees, $

[redacted] Pos[redacted] [redacted]

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-17-79)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by HARRY N. ADAMS and IN S. ADAMS, husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 822, Pinedale, Wyoming, 82941, herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
4/1/80	44,000.00	10%	4/1/2013

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan s(a) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County(ies) of Sublette:

Lot Six (6) Block Three (3) Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to prior mineral reservations; and to Protective Covenants for Redstone First and Second Additiont to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk 3/28/78, in Book 33 of Miscellaneous, at page 678.

Rise Bk 11 pg 341

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ther with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and ts thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto asonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining , and all payments at any time owing to Borrower by virtue of any sale, lease transfer, conveyance, or condemnation any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

8. To keep the property insured as required by and under insurance policies approved by the Government and, at [redacted] such policies to the Government.

9. To maintain improvements in good repair and [redacted] as required by the Government; operate the property in [redacted] and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

10. To comply with all laws, ordinances, and regulations affecting the property.

11. To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement, whether before or after default, including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

12. Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole discretionary rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

13. At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

14. The Government may extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness secured by this instrument, release any party who is liable on the note or for the debt from liability to the Government, release portions of the property and subordinate its lien, or waive any other of its rights under this instrument. Any and all of the foregoing will be done without affecting the lien priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government in exercising any right or remedy hereunder or under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

15. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private lender, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in connection with such loan.

16. Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such security instrument shall constitute default hereunder.

17. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by it, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or become insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice or hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) exercise all rights and remedies provided herein or by present or future law.

18. The proceeds of foreclosure sale shall be applied in the following order: (a) to the payment of the costs and expenses of enforcing or complying with the provisions hereof, (b) to any prior liens required by law or a competent court to be so paid, (c) to the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

19. Borrower agrees that the Government will not be bound by any present or future laws (a) providing for valuation or appraisal of the property before sale, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.

20. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Box 820, Casper Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government the agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(24) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 1st day of April, 19 80.

Harry N. Adams

In S. Adams

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Harry N. Adams and In S. Adams, this 1st day of April, 19 80.

Witness my hand and official seal.

Donna L. Sievers - Notary Public
County of Sublette State of Wyoming
(SEAL) My commission expires April 22,1982

Notary Public

My commission expires: 4/22/82

120155

RECORDED April 1, 19 82 1:45 P M
BOOK 32 Mtg PAGE 532
Sublette Lair & Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwain

[redacted] REAL E[redacted]RTGAGE FORM F[redacted] (Rev. 1-77)

Date March 17, 1980

Ronald L. Remmick and Trudy K. Remmick, husband and wife.

_____, Mortgagors,

of Sublette County, Wyoming, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

**THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha, Douglas County, Nebraska, whose address
is Farm Credit Building, Omaha, Nebraska 68100,**

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

SEC.	TWP.	RG.

Lot 2, Block 2, Cooley Eighth Addition to the Town of Pinedale,

179384

RECORDED August 2 19 80 2:46 P M
IN BOOK 32 Misc PAGE 236
FEES $6.00 State of Utah COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kathy M Thune

together with all of the right, title, and interest of the Mortgagors in said property, including all buildings, improvements, fixtures or appurtenances now or hereafter acquired, including all apparatus, equipment, fixtures or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and like furnishings customarily or appropriately included by lessors to lessees including, but not limited to, mirrors, screens, windows, storm windows and doors, carpeting and other floor coverings, in-a-door beds, awnings, stoves, refrigerators, water heaters, air conditioners, humidifiers, hearth and fireplace equipment, all of which are declared to be a part of the real estate, whether physically attached thereto or not, and deemed a portion of the security for the indebtedness hereinafter described.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of FORTY SIX THOUSAND THREE HUNDRED AND NO/100 ---------- DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of April, 2000. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors agree to pay, if requested by Mortgagee, on each installment date, in addition to the sums required in the above-described promissory note, a sum equal to the amount determined by the Mortgagee required to accumulate, and pay the insurance premiums on policies of fire and other hazard insurance covering the mortgaged premises, and the real estate taxes and assessments due on the mortgaged premises 15 days prior to the due dates thereof. In the event that the sums accrued for the payment of the said premiums, taxes, or assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due date thereof. All sums received therefor shall be applied on the principal balance until such time as they are withdrawn by Mortgagee for the payment of said premiums, taxes, or assessments.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

5-30 Rel Bk 12 Pg 82

(a) But in the event the Mortgagors fail to pay when due any taxes, liens, indebtedness, or assessments, or fail to [illegible] or keep the property insured, or fail to pay rent, fees, or charges under the terms of any lease, [illegible] or interest on Mortgagee's prior mortgage, if any, or interest, fees, attorney fees, costs, expenses, and other charges in connection with this debt, Mortgagee may make such payment or provide such insurance, or both, and the amounts paid thereby shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default [illegible].

[illegible] or foreclosing the lien of this mortgage, or in the event a default occurs under the provisions of this mortgage or the note secured thereby, the said Mortgagee, [illegible] shall be entitled to collect, receive, and receipt for all the rents, issues, and profits of the said property, and may extend, renew, or lease the same or any part thereof for any term or terms, and may terminate or modify any such lease, and may make such repairs and alterations in the buildings thereon as may seem judicious to the Mortgagee, and may apply said rents, issues, and profits, after payment of all necessary charges and expenses, on account of the indebtedness hereby secured, [illegible] and in such order as the Mortgagee may determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(b) Should default be made in the payment of any installment of principal or interest or any other sum payable hereunder, or should default occur in the performance of any other covenant or agreement of the Mortgagors herein contained, or should any representation or warranty of the Mortgagors herein prove to be false in any material respect when made, the whole of said principal sum, with interest thereon, shall forthwith become due and payable, and interest thereafter shall accrue at the default rate specified in said note, and the Mortgagee may immediately foreclose this mortgage by court action and/or any other available legal remedy.

(c) In any [illegible] the Mortgagee shall be entitled to immediate possession of said property, without notice, and the Mortgagors do hereby waive any right to the value of any improvements now or hereafter on said property, and consent to the appointment of a receiver for the benefit of the Mortgagee, with power to manage, rent, operate, and sell the property, with the proceeds to be applied on the indebtedness secured hereby.

(d) Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be considered as a waiver of such right or remedy. The acceptance by the Mortgagee of payment of any sum secured hereby after the due date of such payment shall not be considered as a waiver of the Mortgagee's right to require prompt payment when due of all other sums secured hereby or to declare a default for failure to make prompt payment. The procedures and remedies granted to the Mortgagee herein shall be in addition to and not in lieu of any procedures or remedies provided by law.

(e) Time is of the essence in this mortgage. All rights and obligations hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. The word "Mortgagors" shall include all persons signing below as makers of the note secured hereby, and if more than one sign, their obligations shall be joint and several. The word "Mortgagee" shall include any payee of the indebtedness hereby secured and any transferee thereof whether by operation of law or otherwise. Any notice to Mortgagors provided for in this mortgage shall be given by mailing such notice by certified mail addressed to Mortgagors at the property address stated below or to such other address as Mortgagors may designate by notice to Mortgagee as provided herein, and any notice to Mortgagee shall be given by certified mail to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagors as provided herein. Unless the context clearly indicates otherwise, words used in the singular shall include the plural, and words used in the plural shall include the singular.

Ronald L. Remmick (SEAL)

Trudy K. Remmick (SEAL)

(SEAL)

(SEAL)

Wyoming
Sublette } ss.

2nd April 80

Ronald L. Remmick and Trudy K. Remmick, husband and wife.

NOTARY PUBLIC
[illegible] expires 8-13-83

Ronald M. Nuss
(Type or print name under signature)
Notary Public in and for said County and State

This space For Use of Mortgagee Only
727-3-85685S1 M

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

[redacted] [redacted] [redacted] WYOMING

VA FORM 26 6348b
OCT 1970
Acceptable to Federal National
Mortgage Association

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 28th day of March ,

19 80 , Dennis R. Dailey & Linda R. Dailey, Husband & Wife who,

whether one person or more, are herein called MORTGAGOR whose address is 357 South Lincoln Ave.,

Pinedale, Wyoming hereby MORTGAGES

to MORTGAGEE, namely FIRST SECURITY BANK OF ROCK SPRINGS

whose address is P.O. Box 1319, Rock Springs, Wyoming DRO LRO

with POWER OF SALE, the property situate in the County of Sublette Wyoming
described as follows, to wit

Lot 5, Block 3, Redstone First Addition to the Town of Pinedale,
Sublette County, Wyoming

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits, hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever, FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of Seventy thousand and 00/100---------- DOLLARS

($ 70,000.00) with interest at the rate of Seven &7/8 per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of Five hundred seven and 55/100---------- DOLLARS

($ 507.55), commencing on the 1st day of May , 19 80 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the

final payment, of principal and interest shall be due and payable on the 1st day of April, 2010. ,

. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

179:[illegible]

RECORDED [illegible] 19[illegible]
IN BOOK 32 Misc PAGE 538
FEES [illegible] COUNTY CLERK

Rlsd. Blk 20 Rel. Pg. 155 10/11/97
assigned Blk 32 Pg 540

538

IN WITNESS WHEREOF, the Mortgagor(s) ha hereunto set h hand(s) the day and year first above-written.

Dennis R. Dailey Mortgagor

Linda R. Dailey Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

On this 28 day of March , 19 80 , before me personally appeared

Dennis R. Dailey & Linda R. Dailey, Husband & Wife , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires on the 3 day of August , 19 83 .

TRANSFER AND ASSIGNMENT

STATE OF WYOMING:

COUNTY OF SWEETWATER :

For value received the undersigned hereby transfers, assigns and conveys unto the Wyoming Community Development Authority all right, title, interest, powers and options in, to and under that mortgage dated March 28, 19 80 from Dennis R. Dailey & Linda R. Dailey, Husband & Wife to First Security Bank of Rock Springs as well as to the land described therein and the indebtedness secured thereby, which mortgage is recorded in Mortgage Deed Book 32, Page 538, in the Office of the Clerk ~~of the~~ ~~County~~ of Sublette County, Wyoming.

In witness whereof the undersigned has hereunto set its hand and seal, this 31 day of March, 19 80.

LOT 5, BLOCK 3, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

FIRST SECURITY BANK OF ROCK SPRINGS (Corporate Seal)

By: _____

Its: Assistant Vice-President

Attest: Vice-President & Cashier

Attest: _____

Its: Assistant Vice-President

The foregoing instrument was acknowledged before me by George Stahla this 31 day of March, 19 80.

Witness my hand and official seal.

My Commission Expires: August 8, 1983

_____
Notary Public

179368

RECORDED April 3, 1980 8:30 A.M.
IN BOOK 32 Mtg PAGE 540
FEES 4.00 Lou Jake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Ellerine

WCDA MPP FORM NO. 203
8/78

Rlse Mtg. Book 12 Page 700

541

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-17-79)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by GAIL THOMAS FIELDS and KATHERYNE FIELDS, husband and wife,

residing in Sublette County, Wyoming, whose post office address is P. O. Box 422, Big Piney, Wyoming, 83113, herein called "Borrower," and

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
4/3/80	$36,000.00	10%	4/3/2013

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming,

County (ies) of Sublette:

Lot 5 Block 5 Ball 1st Addition to the Town of Marbleton as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record.

[redacted] [redacted] [redacted]

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

2. To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

3. If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

5. All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

7. To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

8. To keep the property in...ed as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

9. To maintain improvements in good repair and make repairs required by the Govern...ent; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening impairment of the security covered hereby, or, wit...out the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

10. To comply with all laws, ordinances, and regulations affecting the property.

11. To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement, whether before or after default, including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

12. Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole discretionary rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no named holder shall have any right, title or interest in or to the lien or any benefits hereof.

13. At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants contained herein or in any supplementary agreement are being performed.

14. The Government may, at its option, extend or defer the maturity of, and renew and reschedule the payments on, the debt or any part thereof evidenced by the note or any indebtedness to the Government secured by this instrument, release any party who is liable under the note or for the debt or any liability to the Government, release portions of the property and subordinate its lien hereof, waive any other of its rights under this instrument. Any and all this can and will be done without affecting the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government, whether once or oftener, in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

15. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a bank for cooperatives, or other responsible cooperative or private source, at reasonable rates and terms for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in connection with such loan.

16. Default hereunder shall constitute default under any other real estate, or under any personal property or other security agreement executed by the Government and executed or assumed by Borrower, and default under any such instrument shall constitute default hereunder.

17. [illegible] occur in the performance or discharge of any obligation in this instrument or secured by this instrument, the parties named as Borrower shall be in default under the note, or should any one of the parties named as Borrower [illegible] or an insolvent, file a petition in bankruptcy, make an assignment for the benefit of creditors, the Government, without notice, may declare the entire amount unpaid under the note and any indebtedness secured hereby immediately due and payable, may, for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice or hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, or (e) sell to the Government or any other person all or any part of the property and all estate, right, title and interest therein owned by Borrower, and exercise all or any of the remedies provided herein or by present or future laws.

18. The proceeds of any foreclosure sale shall be applied first to the payment of all costs and expenses incident to any foreclosure proceedings, including all such costs and expenses of the receiver, if any, and then to the payment of all prior liens required by law or a competent court to be paid, then to the note and all indebtedness to the Government secured hereby, (d) junior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower to the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed by law.

19. Borrower agrees that the Government may, to the extent permitted by any present or future laws, (a) providing for valuation or appraisal of the property before sale or after sale for any deficiency judgment or limiting the amount thereof or the time within which such action may be brought, or prescribing any other statute of limitations, (b) allowing any right of redemption or possession following any foreclosure sale, or (c) limiting the conditions which the Government may require or regulation imposed, including the interest rate it may charge as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower and curtesy. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.

20. If any part of the loan for which this instrument is given will be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling, hereinafter called "the dwelling" and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, neither Borrower nor any one authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

[redacted] [redacted] [redacted]

21 This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

22 Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Box 820, Casper Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

23 At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government the agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

24 Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

25 If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 3rd day of April, 19 80.

Gail Thomas Fields

Katheryne Fields

ACKNOWLEDGMENT

STATE OF WYOMING }
} ss:
COUNTY OF Sublette }

The foregoing instrument was acknowledged before me by Gail Thomas Fields and Katheryne Fields, this 3rd day of April, 19 80.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

(SEAL)

My commission expires: 4/22/82

Donna E. Sievers
Notary Public

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IN BOOK 32 Misc PAGE 541
FEES $ ... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

545 Released BK. 14 Rel. Pg. 3

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-17-79

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by GREGORY ALLEN FRESHWATER and MARY ELLEN MARTIN FRESHWATER, husband and wife,

residing at Big Piney, Sublette County, Wyoming, whose post office address is P. O. Box 555, Big Piney, Wyoming, 83113, hereinafter called "Borrower," and

WHEREAS Borrower is indebted to the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601, as evidenced by one or more promissory notes or assumption agreements, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
5/4/80	$44,500.00	10%	4/4/2013

If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument secures payment of the note, but when the note is held by an insured holder, this instrument shall not secure payment of any indebtedness attached to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to protect the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW THEREFORE, in consideration of the loan and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment thereof and all renewals and extensions thereof and any agreements contained therein, including any provision for the payment of any insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming, County(ies) of Sublette:

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Fourteen (14) of the Marbleton Townsite as the same appear of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and to Prior mineral reservations of record, if any.

[redacted] [redacted] [redacted]

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RECORDED [illegible] — FEE 11.50 M
IN BOOK 22 Misc — PAGE 545
[illegible] COUNTY CLERK
[illegible] WYOMING

[illegible]

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or used in connection therewith, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, property purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE title to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, rights, reservations or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

1. To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At any time when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as agent for the holder.

2. To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

3. If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

4. When or if the note is insured by the Government the Government may at any time pay any other amounts required hereunder to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection and enforcement of this lien as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

5. All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No advances by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government chooses.

6. To use the loan evidenced by the note solely for purposes authorized by the Government.

7. To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining thereto, and to keep the property free to the use of the real property described above, and promptly deliver to the Government without demand such payments.

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[illegible] keep the [illegible] required as a condition of making the [illegible] approved by the Government, and, at the [illegible] Government.

[illegible] of this [illegible] property in [illegible] plans [illegible] waste, lessening [illegible] any [illegible] and [illegible] uses of [illegible]

[illegible] and transferred, or [illegible] Government shall have the sole [illegible] releases, or [illegible] to the [illegible] any benefits [illegible]

As [illegible] whether the [illegible]

[illegible] the debt [illegible] any party who is liable [illegible] its [illegible] affect the [illegible] SUMMONS, any [illegible] by this [illegible] afforded by [illegible]

[illegible] a product [illegible] terms [illegible]

[illegible] any personal property or other [illegible] and default under any such [illegible]

[illegible] or secured by [illegible] the Govern[illegible] and any indebtedness [illegible] and pay reasonable [illegible] upon application by it and [illegible] this instrument as provided herein [illegible] by present [illegible]

[illegible] costs and expenses [illegible] by law or a competent court to [illegible] hereby, (a) interest hereon [illegible] at the Government's option, any other indebtedness of Bor[illegible] At foreclosure or other sale of all or any [illegible] and may pay the Government's [illegible] by the Government in [illegible]

[illegible] by any present or future laws [illegible] providing for valuation [illegible] deficiency judgment or limiting the amount there[illegible] prescribes any other statute of limitations, (c) allowing any [illegible] or (d) limiting the [illegible] which the Government may [illegible] as a condition of approving a transfer of the property to a [illegible] Borrower hereby relinquishes, waives, and con[illegible] dower and curtesy. Borrower hereby releases and waives all rights [illegible] Statutes or [illegible] laws of Wyoming.

[illegible] part of the loan for which this instrument is given [illegible] be used to finance the purchase, construction [illegible] of property to be [illegible] an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to [illegible] the dwelling, and [illegible] the Government [illegible] to be, neither Borrower nor anyone authorized [illegible] will [illegible] the dwelling or will [illegible] the dwelling to any [illegible] of race, color, religion, sex, or national origin, and [illegible] hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

21. [redacted] nent shall be subject to the present r[redacted] the Farmers Home Administration, [redacted] future regulations [redacted] tent with the express provisions here[redacted]

22. Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Box 820, Casper, Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records which normally will be the same as the post office address shown above.

23. At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government the agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

24. Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

25. If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 4th day of April, 19 80.

Gregory Allen Freshwater
Gregory Allen Freshwater

Mary Ellen Martin Freshwater
Mary Ellen Martin Freshwater

ACKNOWLEDGMENT

STATE OF WYOMING }
} ss:
COUNTY OF Sublette }

The foregoing instrument was acknowledged before me by Gregory Allen Freshwater and Mary Ellen Martin Freshwater, , this 4th day of April, 19 80, by

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

SEAL

Donna E. Sievers
Notary Public

My commission expires: [illegible]

MORTGAGE DEED—FORM NO. 3-A

3-49

Released BK 116 Pg 634

MORTGAGE

THIS MORTGAGE, made this 4th day of March, 19 80, between Elden K. Anderson and Jacquel ne A. Anderson, husband and wife, of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and Rock Springs National Bank, a United States banking corporation, doing business at Broadway, P.O. Box 880, of Rock Springs, Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor for and in consideration of the sum of Thirty-three thousand and no/100---------- ($33,000.00---) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lot Three (3), Block Two (2) Keystone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements thereon.

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[redacted] [redacted] [redacted]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon; all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights; and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto; subject, however, to all conditions, easements, and rights-of way, and to mineral, mining and other exceptions, reservations and conditions of record.

TO HAVE AND TO HOLD the said real and personal property forever, the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Mortgagor covenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the financing institution.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of *Thirty-three Thousand and no/100*---------- ($ *33,000.00* ----) Dollars, together with interest thereon at the rate of ---------*fourteen*---------- per cent (*14*%) per annum from *April 4* , 19*80* , until paid, according to the conditions of promissory note , dated *April 4, 2000* , 19 , which promissory note was executed and delivered by *Eldon K. Anderson and Bette Lee A. Anderson, husband and wife, payable at the rate of Four Hundred Ten & 30/100 ($410.30) Dollars per month, interest and principal, beginning May 4, 1980*

to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagee shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

3. Mortgagor shall not commit or permit waste, nor be negligent in the care of said property, and shall maintain the same in as good condition as at present, reasonable wear and tear excepted, and will do nothing on or in connection with said property which may impair the security of the Mortgagee hereunder. Mortgagor shall not permit said property, or any part thereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this mortgage, remove or attempt to remove said improvements or personal property, or any part thereof, from the premises on which the same are situated.

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions in a sum not less than *Thirty-three Thousand and no/100*---------- ($ *33,000.00* ----) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and a reasonable attorney fee, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereby secured, until repaid, and the same shall be a lien on all of said property and be secured by this mortgage.

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of *ten (10)* days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the amount due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

7. If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security shall be personally bound for the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to the possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accrual of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled 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, and without regard to the solvency or insolvency of the Mortgagor, 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 expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. 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.

9. The acceptance of this mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained therein; and a duly executed and delivered release of this mortgage by any one or more of the Mortgagees shall be a valid and effective release as to all of said Mortgagees, and of said mortgage.

[redacted]

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10. The covenants herein contained shall bind and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, 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. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagors the date first above written.

Eldon K. Anderson

Jacqueline A. Anderson

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of SWEETWATER)

On the 4th day of April, 1980, before me personally appeared Eldon K. Anderson and Jacqueline A. Anderson, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires: July 21, 1983

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that

executed the same as free act and deed, including the release and waiver of homestead.

Given under my hand and seal the date first above written.

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly

sworn did say that he is the

of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said

acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written.

My commission expires:

MORTGAGE [redacted] FORM NO. 4[illegible] [redacted] THE HILL [redacted] DAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT A. POST and MELVA A. POST, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Forty-Two Thousand and No/100 ($42,000.00)- - - - - Dollars, due 9/30/80 with interest from 3/31/80 at the rate of eighteen (18) per cent per annum, payable at maturity evidenced by one promissory note, of even date herewith, payable in 1 payment of $42,000.00, plus interest at the rate of 18%, due 9/30/80

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

As per Exhibit A, attached hereto and by this reference made a part hereof.

[illegible]

RECORDED [illegible] 19[illegible] [illegible]M
BOOK [illegible] PAGE [illegible]
FEES $8 [illegible] COUNTY CLERK
SUBLETTE [illegible] WYOMING
[illegible] Deputy

The mortgagorS agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 31st day of March A. D. 19 80.

In the presence of

Robert A. Post
Melva A. Post

[illegible]

332

State of Wyoming)
County of Sublette) ss.

The foregoing instrument was acknowledged before me by Robert A. Post and Melva A. Post,

this 31st day of March, 19 80.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
County of) ss.

The instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

of Records, Page

Fee: $

County and Prosecuting Attorney of Deeds

By

Deputy Clerk

[redacted] [redacted] [redacted]

Beginning at the Southwest corner of the $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$, Section 15, Township 32 North, Range 108 West of the 6th Principal Meridian, Wyoming, thence generally North along the West line of said Section 777 feet to the point of beginning of this traverse, thence generally East along a line parallel to the North line of said Section 105 feet, thence generally South along a line parallel to the West line of said Section 104 feet, thence generally West along a line parallel to the North line of said Section 208 feet, thence generally North along the West line of said Section a distance of 104 feet to the point of beginning, being a portion of the $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$, Section 15, Township 32 North, Range 108 West, 6th Principal Meridian, Wyoming, AND ALSO, a tract of land situated in the $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$, Section 15, Township 32 North, Range 108 West, more particularly described as follows: Beginning at the Southwest corner of the $SW\frac{1}{4}NW\frac{1}{4}$ of said Section 15; thence North along the West line of said Section 675 feet; thence East along a line parallel to the South line of said Section 208 feet to the point of beginning of this traverse; thence North along a line parallel to the West line of said Section 512 feet to a point; thence East along a line parallel to the South line of said Section 207 feet to a point; thence North along a line parallel to the West line of said Section 105 feet to a point; thence East along a line parallel to the South line of said Section 245 feet to a point; thence South along a line parallel to the West line of said Section 417 feet to a point; thence West along a line parallel with the South line of said Section 452 feet to the point of beginning.

EXHIBIT A

535

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT SPRINGMAN, JR. a single man

CHRIS A. BARDIN, a single man

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

--One Hundred Ten Thousand and no/100---------- Dollars, due 4/1/90

with interest from date at the rate of twelve per cent per annum, payable monthly ~~semi-annually~~

evidenced by one (1) promissory note, of even date herewith, 119 monthly payments of $1,579.00 and adjustment on 120th payment

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is BIG PINEY, WYOMING 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), of Block Eighteen (18), Marbleton Townsite as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

190429

Misc Bk 13 Pg 13

Recorded at 8:45 o'clock A.M. April 1 1980
Book 13 Misc Page 13
Fee $6.00 Steve Clarke
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Ex-officio Register of Deeds

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $110,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 1st day of April A. D. 19 80.

In the presence of

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert Springman
Chris A. Bardin

this 1st day of April, 19 80.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at
o'clock M., on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

Fees, $

No.

3-56

MORTGAGE DEED—FORM NO. 41

THE MILLS COMPANY, CHEYENNE 141302

Released
Dec 15 84 12.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

REX BURNHAM, a single man

mortgagor, of Sublette County, State of Wyoming, to secure the payment of ---Nine Thousand Five Hundred and no/100---------Dollars, due 3/25/90 with interest from date at the rate of 14 per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 119 payments @148.00 and 120th payment with adjustment

do hereby mortgage to

State Bank of Big Piney
Big Piney, Wyoming 83113

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract 1

Beginning at the west quarter corner of Section 31, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, thence N 86° 00'E, 1437 feet 8 inches;
Thence N 82°45'W, 227 feet 4 inches to the true point of beginning, identical with the southeast corner of land conveyed to Patti Larson by Q. C. Deed recorded in Book 1, Page 318, records of Sublette County;

Thence North 150 feet along the east line of said land described in said deed recorded in said Book 1, Page 318, to the northeast corner thereof;
Thence S 82°45'E, 666 feet 2 inches;
Thence South 19 feet more or less to the northwest corner of land conveyed to Francis Tanner by deed recorded in Book 1 of Deeds, Page 383, records of said Sublette County;
Thence continuing South 131 feet along the west line of said land described in said deed recorded in said Book 4 of Deeds, Page 383 to the southwest corner thereof;
thence N 82°45'W, 66 feet 2 inches to the true point of beginning.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum no less than $9,500.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 24th day of March A. D. 19 80

In the presence of

COUNTY CLERK

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Rex Burnham,

, ,

this 24th day of March, 1980.

Witness my hand and official seal.

Notary Public
Signature

Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., in the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

5-5-8

559

Recorded Bk 32 Pg 559

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That First Wyoming Bank, N.A.-Kemmerer, a corporation organized and doing business under the laws of the United States of America, and having its principal office at 801 Pine Avenue, Kemmerer, Wyoming 83101, in said State, Party of the First Part, in pursuance of a resolution of the directors of said company, and in consideration of the sum of Thirty Thousand and no/100---------- Dollars to it in hand paid by First Wyoming Bank, - Casper, Party of the Second Part, the receipt whereof is hereby acknowledged, has sold and by these presents does sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 28th day of March, in the year One Thousand Nine Hundred and Eighty, made by Tammy L. Masterson and Donna L. Masterson, husband and wife, in favor of First Wyoming Bank, N.A.-Kemmerer and conveying the following described property:

SEE ATTACHMENT

179440

RECORDED [illegible] 19 [illegible] AT [illegible] M
IN BOOK [illegible] PAGE [illegible]
[illegible] COUNTY CLERK
[illegible] WYOMING
[illegible]

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of Sublette on the 31st day of March, in the year 19 80, in Book 32 of Mortgages, at Page 519, together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its Vice President, and sealed with its corporate seal, attested by its Secretary, this 9th day of April, 19 80.

FIRST WYOMING BANK, N.A.-KEMMERER

By: [signature]
Vice President

ATTEST:
[signature]
Secretary

THE STATE OF WYOMING)
) ss
COUNTY OF Lincoln)

On this 9th day of April, 19 80, before me appeared Robert D. Gregg, to me personally known, who, being by me duly sworn, did say that he is the Vice President of First Wyoming Bank, N.A.-Kemmerer and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said Robert D. Gregg acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 9th day of April, 19 80.

Valerie L. Roberts
Notary Public
State of Wyoming
My Commission Expires May 10, 1982

[signature]
Notary Public

My Commission Expires: 5-10-82

R&L-101 (2 78)

561

RECORDED Dec 11 19 80 2:00 PM
IN BOOK 32 Mtg PAGE 561
FEES $8.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy W Stevie

179450

AGREEMENT TO CORRECT PROMISSORY NOTE AND MORTGAGE

This agreement made and entered into at the office of the Assistant Loan Guaranty Officer, Veterans Administration, Denver Federal Center, Denver, Colorado 80225, on the 18th day of March, 1980, by and between the Administrator of Veterans Affairs, an officer of the United States of America, by his Attorney-in-Fact, the Assistant Loan Guaranty Officer, the said Administrator of Veterans Affairs, hereinafter called the Administrator, and Thomas H. Jones and Shirley Ann Jones, husband and wife, whose address is P. O. Box 695, Big Piney, Wyoming 83113, hereinafter called Debtors.

WITNESSETH:

WHEREAS, Debtors borrowed the sum of $33,000.00 from the Administrator and gave their certain promissory note therefor, dated November 5, 1979, payable to the order of the Administrator in said amount; and

WHEREAS, contemporaneously with the making of said note, Debtors made and executed their mortgage securing payment of said promissory note; and

WHEREAS, said mortgage has been recorded in the office of the County Clerk of Sublette County, Wyoming, November 5, 1979, in Book 32 of Mortgages, at Page 174; and

WHEREAS, it was provided in said promissory note and mortgage, among other things, that:

The note recited the names of the Debtors as Thomas H. Jones and Shirley Ann Jones, the mortgage recited the names of the Debtors as Thomas H. Jones and Shirley A. Jones aka Shirley Ann Jones, and was acknowledged in the names of Thomas H. Jones and Shirley Ann Jones aka Shirley A. Jones, but the mortgage was executed in the name of Thomas H. Jones and Shirley Ann Jones. The conveyance by which they received title to the premises mortgaged, which was recorded November 5, 1979, in Book 21 of Deeds at Page 314, Sublette County records, recited the Grantees as Thomas H. Jones and Shirley A. Jones; and

EXHIBIT A

That part of Lot 9 of Milleg Heights Addition to the Town of Big Piney of record in the Office of the Clerk of Sublette County in Book 16 of Miscellaneous on page 386 lying and being situate in the westerly portion of said Lot 9 and part of the S½NW¼ of Section 36, T 30 N, R 112 W, Sublette County, Wyoming described as follows:

Beginning at the southeast corner of said Lot 9 identical with the southeast corner of an easement of record in the said Office in Book 17 of Miscellaneous on page 374, N57°-01'E, 1661.02 feet from the west one-quarter corner of said Section 36 where found a 10"x8"x12" quartzite stone marked ¼ on west; thence N22°-01'W, 46.3 feet across said easement to a 3/8"x12" steel spike on the northerly line of said easement; thence N19°-04'W, 241.2 feet, more or less, to a point on the southerly right-of-way line of State Highway 359; thence Northwesterly, 35.4 feet, more or less, along the said southerly right-of-way line being the arc of a curve with a radius of 2564.79 feet and a central angle of 32°-53' with a chord bearing N73°-53'W, 35.4 feet to a point identical with the northwest corner of said Lot 9; thence S3°-08'W, 219.6 feet along the west line of said Lot 9 to a 3/8"x12" steel spike identical with the northwest corner of said easement and a corner of Milleg Lane; thence S03°-08'W, 40.0 feet along said west line identical to a line of Milleg Lane and the west line of said easement to the southwest corner of said Lot 9; thence S87°-40'E, 168.1 feet along the south line of said Lot 9 and easement to the point of beginning. ENCOMPASSING an area of 0.591 acre, more or less; SUBJECT to an easement of record in the said Office in Book 17 of Miscellaneous on page 374 for all purposes covering the south 40.0 feet of the foregoing tract; and HEREBY GRANTING the covenants of said easement to be appurtenant to lots 1 and 2 of said Milleg Heights Addition and to that tract of record in Book 10 of Deeds on page 45.

TOGETHER with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

SUBJECT, HOWEVER, to all reservations, restrictions, easements, exceptions and rights-of-way of record.

760

WHEREAS, it was and is the intention of the parties to said promissory note and mortgage and IT IS HEREBY AGREED that:

Shirley Ann Jones, who executed that certain note to the Veterans Administration November 5, 1979, in the sum of $33,000.00, and executed the mortgage given to secure said note which said mortgage is recorded in Book 32 of Mortgages, at Page 174 of Sublette County records, is one and the same person as Shirley A. Jones, one of the Grantees of the conveyance recorded in Book 21 of Deeds at Page 314, Sublette County records and Shirley A. Jones aka Shirley Ann Jones in whose name said mortgage was recited and Shirley Ann Jones aka Shirley A. Jones in whose name said mortgage was acknowledged.

The aforesaid correction is to take effect from the date of the original instruments intended to be corrected hereby, and the covenants, conditions, and agreements in said promissory note and mortgage, shall be and remain exactly as heretofore except as herein specifically provided.

This agreement may be recorded.

WITNESS our hands and seals the day and year first above written.

MAX CLELAND
MAX CLELAND, as Administrator of Veterans Affairs

BY: _____
VERNA V. MEYER Assistant Loan Guaranty Officer

_____
THOMAS H. JONES

_____
SHIRLEY ANN JONES

562

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

On this 18TH day of March, 1980, before me personally appeared VERNA V. MEYER to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the Attorney-in-Fact for Max Cleland, Administrator of Veterans Affairs, as his free act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of March, 1980.

My commission expires: January 24, 1982

L. Faye Meier
NOTARY PUBLIC

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 10th day of April, 1980, before me personally appeared Thomas H. Jones and Shirley Ann Jones, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of April, 1980.

My commission expires: 4/22/82

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1982

Donna E. Sievers
NOTARY PUBLIC

[redacted] REAL [redacted] MORTGAGE FORM [redacted] RR (Rev. 1-77)

Date April 2, 1980

Ronald N. Caton and Kay Ann Caton, husband and wife.

_____, Mortgagors,

of Sublette County, Wyoming, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation, of Omaha, Douglas County, Nebraska, whose address is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

SEC.	TWP.	RG.

Lot 4, Sage Ranch Number 1 Addition to the
Town of Marbleton,

179152

RECORDED April 14 1980 2:40 PM
IN BOOK 32 Mtg PAGE 564
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY MARBLETON, WYOMING
by Dorothy M Shurr

together with all of the right, title, and interest of the Mortgagors in said property, including all buildings, improvements, fixtures or appurtenances now or hereafter acquired, including all apparatus, equipment, fixtures or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and the furnishings customarily or appropriately included by lessors to lessees including, but not limited to, mirrors, screens, windows, storm windows and doors, carpeting and other floor coverings, in-a-door beds, awnings, stoves, refrigerators, water heaters, air conditioners, humidifiers, hearth and fireplace equipment, all of which are declared to be a part of the real estate, whether physically attached thereto or not, and deemed a portion of the security for the indebtedness hereinafter described.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of FIFTY FIVE THOUSAND SEVEN HUNDRED AND NO/100 ---------- DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of May, 2010. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors agree to pay, if requested by Mortgagee, on each installment date, in addition to the sums required in the above-described promissory note, a sum equal to the amount determined by the Mortgagee required to accumulate, and pay the insurance premiums on policies of fire and other hazard insurance covering the mortgaged premises, and the real estate taxes and assessments due on the mortgaged premises 15 days prior to the due dates thereof. In the event that the sums accrued for the payment of the said premiums, taxes, or assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due date thereof. All sums received therefor shall be applied on the principal balance until such time as they are withdrawn by Mortgagee for the payment of said premiums, taxes, or assessments.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

564 Released BK 13 pg 577

(4) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default in the note.

(5) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(6) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the default rate described in said note, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(7) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(10) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Ronald N. Caton (SEAL)

Ronald N. Caton

Kay Ann Caton (SEAL)

Kay Ann Caton

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 11th day of April, A.D., 1980, before me, a Notary Public in and for said County and State, personally appeared Ronald N. Caton and Kay Ann Caton, husband and wife.

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires July 28, 1980

Edwin R. Adams - Notary Public
County of Sublette — State of Wyoming
My Commission Expires July 28, 1980

Edwin R. Adams
EDWIN R. ADAMS
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only

Loan No. 707-3-8568533 H

Assignment No. _____

MORTGAGE

To
The Federal Land Bank of Omaha
Omaha, Nebraska

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was filed for record at _____ o'clock, ____M., on the _____ day of _____, 19___, and duly indexed and recorded in Book _____, Page _____, of the Real Estate Mortgage Records.

_____
County Recorder Register of Deeds

By _____
Deputy

Fee $ _____

[redacted] REAL ES[redacted] MORTGAGE FORM [redacted] (Rev. 1-77)

Date April 9, 1980

Gordon M. Mickelson and Margaret G. Mickelson, husband and wife.

, Mortgagors,

of Sublette County, Wyoming, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha, Douglas County, Nebraska, whose address
is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

SEC. TWP. RG.

179470

RECORDED April 14, 1980 3:30 P M
IN BOOK 32 Misc PAGE 566
FEES $13.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Shire

containing 2,209 acres, more or less, together with all of the right, title, and interest (now owned or hereafter acquired) of the Mortgagors in said property, including all buildings, improvements, fixtures, or appurtenances thereon or hereafter placed thereon; all water, irrigation, and drainage rights; the tenements, hereditaments, and appurtenances thereto and the rents, issues, crops, and profits arising from said lands; and (if the Mortgagors' rights in the public domain are required by Mortgagee for security purposes) all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to said mortgaged premises, now or hereafter issued, extended, or renewed to the Mortgagors by the United States or the state in which the above-described property is located or any department, bureau, or agency thereof.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of FOUR HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED AND NO/100 ---------- DOLLARS, payable with interest according to the terms of said note, the final payment being due and payable on the first day of January, 2005. This conveyance shall be void upon the payment of said promissory note.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) To pay all rents, fees, or charges now due or to become due under the terms of each lease, permit, license, or privilege on the public domain which is appurtenant or nonappurtenant to the mortgaged premises, which has been issued, extended, or renewed by the United States or the state in which the above-described property is located; and to perform and observe every act, covenant, condition, and stipulation necessary to keep each of the same in good standing; and to take every necessary step to secure the reissue, renewal, or extension of each of the same; and to assign, waive, pledge, or endorse to the Mortgagee each lease, permit, license, or privilege if Mortgagors' rights in public domain are required by Mortgagee for security purposes.

(4) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

(5) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default in the note.

F.6. Released BK. 14 Rel. @ pg. 567

(6) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(7) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the default rate described in said note, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(8) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(9) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(10) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(11) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constitutes a part of the consideration for the note secured hereby, and that in the event the Mortgagors shall sell, transfer, or convey the property described herein, the Mortgagee may at its option declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default in the terms of the note and mortgage.

(12) Assignment of Proceeds of Mineral Lease. Mortgagors hereby transfer, set over, and convey to Mortgagee all rents, royalties, bonuses, and delay moneys that may from time to time become due and payable under any oil, gas, or other mineral lease of any kind now existing or that may hereafter come into existence, covering the above land or any part thereof. All such sums so received by Mortgagee shall be applied to the indebtedness secured hereby; or said Mortgagee may at its option turn over and deliver to the Mortgagors or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to Mortgagee of said rents, royalties, bonuses, and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided. Independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of this mortgage of record, this conveyance shall become inoperative and of no further force and effect.

(Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Gordon M. Mickelson (SEAL)
Gordon M. Mickelson

Margaret G. Mickelson (SEAL)
Margaret G. Mickelson

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 14th day of APRIL, A.D., 1980, before me, a Notary Public in and for said County and State, personally appeared Gordon M. Mickelson and Margaret G. Mickelson, husband and wife.

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires JAN. 10, 1983

KATHLEEN A. KING
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only

Loan No. 707-3-8568588

Assignment No. _____

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was filed for record at _____ o'clock, _____ M., on the _____ day of _____, 19____, and duly indexed and recorded in Book _____, Page _____, of the Real Estate Mortgage Records.

_____
County Register of Deeds

By _____
Deputy

Fee $ _____

	SEC.	TWP.	RG.
E½ E½; and SW¼ NE¼	20		
Lot 9; and NW¼ SW¼; and S½ SW¼	21		
Lots 2 and 3	27		
Lot 1; and SW¼ NE¼; and E½ W½; and NW¼ NW¼; and W½ SE¼	28		
NE¼	33		
Lot 3	34		
All in		31N	110 W 6th P.M.
S½ NW¼; and SW¼	13		
W½	24		
N½ NW¼	25		
SE¼ NE¼; and E½ SW¼; and SE¼	26		
NE¼; and E½ NW¼; and NE¼ SW¼; and N½ SE¼	35		
All in		31N	111 W 6th P.M.

TOGETHER WITH MORTGAGORS RIGHT, TITLE, AND INTEREST IN AND TO PROPERTY DESCRIBED BELOW:

Township 33 North, Range 113 West of the 6th P.M.

Section 5 - SW¼, W½SE¼;
Section 6 - Lots 6 and 7 (or W½SW¼), E½SW¼, SE¼;
Section 7 - Lot 1 (or NW¼NW¼), NE¼, E½NW¼, N½SE¼, NE¼SW¼;
Section 8 - N½, N½S½, SE¼SE¼;
Section 9 - NW¼, S½NE¼, S½;
Section 10- NW¼SW¼, S½SW¼;
Section 14- W½W½;
Section 15- ALL;
Section 17- E½NE¼;

4/14/80 J.M.
4/14/80 M.S.M.

All of the SE¼NE¼ and E½SE¼ Section 5 and SW¼SW¼ of Section 4, Township 33 North, Range 113 West and those parts of Lot 1 of Section 5; Lot 4, SW¼NW¼, NE¼SW¼, NW¼SW¼, SE¼SW¼, and SW¼SE¼ of Section 4; NW¼NE¼ and NE¼NE¼ of Section 9; and SW¼NW¼ of Section 10, Township 33 North, Range 113 West:

Beginning at a point on the North line of said Section 5, N89°-40'W, 815.3 feet from the Northeast corner of said Section 5; thence S33°-42'E, 256.0 feet to a point; thence S35°-08'E, 1203.6 feet to a point on the East line of said Section 5, S00°-42'E, 1190.7 feet from the Northeast corner of said Section 5, thence S35°-29'E, 704.4 feet to a point; thence S34°-55'E, 1245.0 feet to a point; thence S34°-59'E, 601.8 feet to a point; thence S34°-43'E, 458.4 feet to a point; thence S55°-52'E, 562.5 feet to a point; thence S44°-36'E, 1101.6 feet to a point; thence S42°-55'E, 653.3 feet to a point on the South line of said Section 4; thence S45°-43'E, 1736.8 feet to a point; thence S50°-40'E, 398.0 feet to a point on the West line of said Section 10, N00°-02'W, 872.2 feet from the West one-quarter corner of said Section 10; thence S51°-00'E, 1224.7 feet to a point; thence S45°-41'E, 124.9 feet to a point on the East-west mid-section line of said Section 10, S89°-52'E, 1039.1 feet from the West one-quarter corner of said Section 10; each point being marked by a steel spike 3/8" x 12", containing an area of 341.1 acres, more or less; all in accordance with the map prepared and filed for record in the office of the Clerk of Sublette County.

Township 33 North, Range 114 West of the 6th P.M.

Section 1 - Lots 1, 2, 3, and 4 (or N½N½), S½N½, S½;
Section 12 - NE¼, N½NW¼, SW¼NW¼.

Township 34 North, Range 114 West of the 6th P.M.

Section 26 - W½SW¼;
Section 35 - NW¼, W½NE¼, S½.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Wyoming Bank — Casper, A Wyoming Corporation, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

TOMMY L. MASTERSON and DONNA L. MASTERSON, husband and wife

and was recorded on Mar. 31, 1980 Book 32 Page 519 in the office of the County Clerk of Natrona County, Wyoming, and which covers property described as follows:

See ATTACHMENT

179191

RECORDED April 17th 19 80 11:15 AM
IN BOOK 32 Mtg PAGE 569
FEES $ 6.00 Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

together with the note or notes secured thereby, unto the FEDERAL NATIONAL MORTGAGE ASSOCIATION and unto its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

IN WITNESS WHEREOF, the said First Wyoming Bank — Casper, has hereunto caused its corporate name to be subscribed by its Executive Vice President, duly attested by its Vice President, and its corporate seal to be herunto affixed, pursuant to due authority thereunto given, this 14th day of April, 19 80.

In the presence of:

FIRST WYOMING BANK — Casper

By _____
Joe F. Mangum, Executive Vice President

Attest: _____
Peter F. Sadowski, Vice President

STATE OF WYOMING)
) ss
County of Natrona)

On this 14th day of April, 19 80, before me appeared Joe F. Mangum as Executive Vice President and Peter F. Sadowski as Vice President of the First Wyoming Bank — Casper, State of Wyoming, a state banking corporation, to me personally known, who being by me duly sworn did say that they are the said officers of the First Wyoming Bank — Casper, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority thereunto given, and said officers acknowledged said instrument to be the free act and deed of said corporation.

GILDA A. FLORES NOTARY PUBLIC My Commission Expires Feb. 7, 1984 Natrona County, Wyoming

_____
NOTARY PUBLIC

RIS PUBLISHING CO., CASPER

[redacted] [redacted] [redacted]

EXHIBIT A

That part of Lot 9 of Milleg Heights Addition to the Town of Big Piney of record in the Office of the Clerk of Sublette County in Book 16 of Miscellaneous on page 386 lying and being situate in the westerly portion of said Lot 9 and part of the S½NW¼ of Section 36, T 30 N, R 112 W, Sublette County, Wyoming described as follows:

Beginning at the southeast corner of said Lot 9 identical with the southeast corner of an easement of record in the said Office in Book 17 of Miscellaneous on page 374, N57°-01'E, 1661.02 feet from the west one-quarter corner of said Section 36 where found a 10"x8"x12" quartzite stone marked ¼ on west; thence N22°-01'W, 46.3 feet across said easement to a 3/8"x12" steel spike on the northerly line of said easement; thence N19°-04'W, 241.2 feet, more or less, to a point on the southerly right-of-way line of State Highway 350; thence Northwesterly, 35 4 feet, more or less, along the said southerly right-of-way line being the arc of a curve with radius of 2864.79 feet and a central angle of 32°-43' with a chord bearing N73°-53'W, 35.4 feet to a point identical with the northeast corner of said Lot 9; thence S02°-04'W, 219.6 feet along the west line of said Lot 9 to a 3/8"x12" steel spike identical with the northeast corner of said easement and a corner of Milleg Lane; thence S03°-05'W, 40.0 feet along said west line identical to a line of Milleg Lane and the west line of said easement to the southeast corner of said Lot 9; thence S81°-56'E, 168.1 feet along the south line of said Lot 9 and easement to the point of beginning. ENCOMPASSING an area of 0.591 acre, more or less; SUBJECT to an easement of record in the said Office in Book 17 of Miscellaneous on page 374 for all purposes covering the south 40.0 feet of the foregoing tract; and HEREBY GRANTING the covenants of said easement to be appurtenant to lots 1 and 2 of said Milleg Heights Addition and to that tract of record in Book 10 of Deeds on page 45.

TOGETHER with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

SUBJECT, HOWEVER, to all reservations, restrictions, easements, exceptions and rights-of-way of record.

571

Misc Bk 11 pg 305

MORTGAGE DEED - FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

VIOLA T. SIEMS

Box 21, Daniel, Wyoming 83115

mortgagor, of Sublette County, State of Wyoming, to secure the payment of --Eight Thousand Five Hundred Seventy Five and no/100 Dollars, due S/P 1 year with interest from date at the rate of 18 per cent per annum, payable S/P annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract in Lot 4, Section 2, T. 33N., R. 111W., 6th P.M.
Sublette County, Wyoming.

Beginning at a point 585 feet South and 330 feet East of the Section corner common to Sections 2,3, 34 and 35, Townships 33 and 34 North, Range 111 West of the 6th Principal Meridian, Wyoming, and running thence South 320 feet; thence East 100 feet; thence North 320 feet; thence West 100 feet to the place of beginning,
being a portion of Lot 4, Section 2, Township 33 North, Range 111 West of the 6th Principal Meridian, Sublette County, Wyoming.

190543

RECORDED April 23 1980 8:00 A.M.
IN BOOK 24 Misc PAGE 571
FEES $4.00 Karen Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Dorothy McClure

The mortgagor agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises d to keep the buildings thereon insured in a sum not less than $8,575.00 Dollars ring the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay h taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay d taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby ured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 10th day of April A. D. 19 80.

e presence of

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Viola T. Sioms,

this 10th day of April, 19 80.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: September 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees, $

573

MORTGAGE DEED—FORM NO. 4½ THE M. LEE COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Eileen P. Whitman

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Two Thousand One Hundred and no/100-------- Dollars, due two years with interest from date at the rate of 18 per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 23 monthly payments @ $195.00 and adjustment on 24th payment

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette in the State of Wyoming, to-wit:

Lots One (1) and Two (2), of Block Number Seventeen (17), of the MacGlashans First Addition to the town of Big Piney, Sublette County, Wyoming.

170513

Book 32 Mtg p 223

RECORDED April 23 1980 4:00 P M
IN BOOK 32 Mtg PAGE 223
FEES $6.00 Lowell Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Thurin

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $2,100.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 22nd day of April A. D. 1980.

In the presence of

Eileen P. Whitman

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Eileene P. Whitman

this 22nd day of April, 1980.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: 9/1/81

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

575

MORTGAGE

THIS MORTGAGE is made this 18th day of April, 19 80, between the Mortgagor, Robert G. Williams and Barbara M. Williams, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A. - Kemmerer, a corporation organized and existing under the laws of United States, whose address is 801 Pine Avenue, Kemmerer, WY 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand and 00/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated April 18, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 18, 1988;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lots 15, 16, 17 and 18, Block 4, Original Townsite of Pinedale, Wyoming, as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

120551

RECORDED April 24 19 80 8:00 AM
IN BOOK 32 Misc. PAGE 575
Sublette COUNTY CLERK
SUBLETTE WYOMING
Dorothy M. Stone

which has the address of [redacted] Pinedale,
[Street] [City]
Wyoming 82941 (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said [illegible] (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

[redacted] [redacted] [redacted]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

[redacted] [redacted] [redacted]

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Robert G. Williams --Borrower

Barbara M. Williams —Borrower

STATE OF WYOMING, County ss:

The foregoing instrument was acknowledged before me this [illegible] by [illegible]
(date) (person acknowledging)

My Commission expires:

Notary Public

Sharon R. Chapman Notary Public
County of Uinta State of Wyoming
My Commission Expires Nov. 20, 1982

(Space Below This Line Reserved For Lender and Recorder)

SUPPLEMENTAL DEED OF TRUST,
MORTGAGE, PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT

This Supplemental Deed of Trust, Mortgage, Pledge, Assignment and Security Agreement ("Supplemental Mortgage"), dated as of the 13th day of March, 1980, from Howell Petroleum Corporation, a Delaware corporation ("HPC"); Howell Oil & Gas, Inc., a Texas corporation ("HOGI"); Petro-Search, Inc., a Delaware corporation ("PSI"); Petro-Search Exploration Corporation, a Delaware corporation ("PSEC"); Petro-Search Nominee Partnership Co., a Colorado partnership ("PSNPC") (each of which is herein called a "Mortgagor" and all of which are collectively called the "Mortgagors"), to Gary K. Wright of Harris County, Texas (hereinafter called "Trustee") as Trustee for the benefit of Texas Commerce Bank National Association, a national banking association with its principal office and place of business in Houston, Harris County, Texas (hereinafter called "Mortgagee") and the Mortgagee,

W I T N E S S E T H:

WHEREAS, effective as of February 29, 1980, Mortgagors executed and delivered to Trustee and to Mortgagee that certain Deed of Trust, Mortgage, Pledge, Assignment and Security Agreement (the "Mortgage"), covering the properties described therein (the "Properties"), and executed and delivered financing statements under the Uniform Commercial Code, all to secure the payment of that certain promissory note of HPC of even date therewith as described therein in the original principal amount of $22,000,000.00, payable to the order of Mortgagee (the "HPC Note"); and

WHEREAS, by Assignment of Note and Liens dated March 13, 1980, First City National Bank of Houston ("First City") transferred, assigned, granted and conveyed to Mortgagee

179579

[redacted] [redacted] [redacted]

Filed for Record 28 — 1980 Sept
at 3:2 o'clock
28 day of Sept
COUNTY, WYOMING

that certain promissory note (the "Mellon Note"), dated as of November 1, 1979, in the original principal amount of $10,000,000.00, executed and delivered by Mellon Energy Company ("Mellon"), payable to the order of First City, together with all liens, security interests, rights, titles, powers, privileges, benefits, claims and demands securing the payment of the same;

WHEREAS, HPC by Ratification, Assumption and Modification Agreement dated as of March 13, 1980, assumed (along with Mellon) all of the obligations of Mellon under the Mellon Note, and the Mellon Note was modified and amended, all as more particularly therein set forth;

WHEREAS, Mortgagors desire to supplement the Mortgage to provide expressly that such Mortgage shall secure and is extended to secure the indebtedness represented by the Mellon Note, as assumed by HPC;

1.

NOW, THEREFORE, Mortgagors, for and in consideration of the debts and trust herein described, do Grant, Bargain, Sell, Convey, Transfer, Assign, Set Over, Confirm and Deliver unto Trustee, and to his successors in the trust created by the Mortgage as supplemented and amended hereby, and unto his or their assigns and the heirs of such assigns, forever, all and singular, all of the real and personal property of every kind and character described in or otherwise covered by, the Mortgage (the "Mortgaged Properties"), upon and subject to all of the same terms, covenants, conditions and limitations set forth in the Mortgage as amended and supplemented hereby, to the same extent and with like effect as if each item of such property described therein had been repeated and redescribed at length herein.

TO HAVE AND TO HOLD the same, together with all and singular rights, privileges, hereditaments and appurtenances, now or hereafter acquired, pertaining in anywise to any

5-80

estate in land included in such property, and all different and additional rights of any nature, now or hereafter acquired, of value or convenience in the enjoyment, development, operation or protection, in anywise, of such estate, and all revenues and other benefits arising from any contract included in such property.

This conveyance is made in trust, however, to secure payment of the following:

(a) The Mellon Note, together with any and all promissory notes given in substitution therefor or in extension, renewal or modification thereof, in whole or in part; and

(b) All other instruments secured by any instrument securing the Mellon Note,

all to the same extent and with like effect as if all of the indebtedness described herein had been specifically included in the description of the indebtedness secured by the Mortgage, but otherwise upon and subject to all of the terms, conditions, covenants and other provisions of the Mortgage, all of the terms, conditions, covenants and other provisions of the Mortgage being hereby incorporated herein by reference as fully and completely as if repeated and set forth herein at length; and Mortgagors in this connection further specifically transfer, assign, grant and convey unto Mortgagee, and its successors in interest, all oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced from or attributable to the Mortgaged Properties all in accordance with and subject to the provisions set out in Article III of the Mortgage; and further in this connection, Mortgagors, as Debtors, expressly Grant unto the holder of the above-described indebtedness, as Secured Party, a security interest in all of the Mortgaged Properties (including both those now and those hereafter existing) to the full extent that said properties may be subject to the Uniform Commercial Code of the state or states where said properties are situated, with the security interest granted hereby also

covering and including all general intangibles with respect to said properties and all products and proceeds of said properties, all in accordance with and subject to the further provisions set out in Articles III and VII of the Mortgage.

2.

Without limiting the generality of the foregoing, each Mortgagor covenants that it has in its own right a good and marketable title to each item of the Mortgaged Properties represented to be owned by it, free from encumbrances superior to the debt hereby secured, and has full right to make this conveyance; and Mortgagors hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the Mortgaged Properties unto Trustee, and unto his successors in this trust, and unto his or their assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

3.

With respect to any and all of the properties described above which consist of goods, accounts, contract rights, equipment, inventory, fixtures and general intangibles, including the proceeds and products from such personal property (herein sometimes called the "Collateral"), the Mortgagee is hereby granted a security interest therein and, in addition to and cumulative of any other remedies granted to the Mortgagee in the Mortgage as supplemented and amended hereby, upon the occurrence of an event of default under the Mortgage as amended and supplemented hereby, the Mortgagee may thereupon, or at any time thereafter while such default is continuing, proceed as to all or any of the Collateral under the Uniform Commercial Code in effect in the state whose law is applicable (hereinafter referred to as the "applicable Uniform Commercial Code") and shall have and may exercise with respect to the Collateral, or any part or parts thereof, the rights, remedies and powers of a secured party

under the applicable Uniform Commercial Code (including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral, or any part or parts thereof, in any manner authorized or permitted under the applicable Uniform Commercial Code) and in conjunction with, and in addition to or in substitution for those rights and remedies, the rights described in Article VII of the Mortgage.

4.

For the collection of the obligations described in Paragraph 1, above, Mortgagee may, if it elects and notwithstanding any contrary provisions of this supplemental instrument, rely upon and enforce the Mortgage, and the same is hereby extended and kept alive for such purpose.

5.

Neither any other or additional security heretofore taken or now existing, nor concurrently taken herewith, nor hereafter taken to secure the payment of any indebtedness owed by any Mortgagor to Mortgagee, shall be impaired or affected in any manner by the execution of this instrument and all of said additional security shall be considered and held as cumulative and shall not in anywise release, diminish or impair any of the rights and security hereby granted.

6.

This instrument is a supplemental deed of trust and mortgage of both real and personal property, a supplemental security agreement, and a supplemental assignment, and also covers proceeds and fixtures. This Supplemental Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all of the fixtures included within the properties described above, and is to be filed for record in the Office of the County Clerks where such properties (including said fixtures) are situated. This Supplemental Mortgage shall also be effective as a financing statement

covering minerals or the like (including oil and gas) and accounts subject to the Uniform Commercial Code with respect to all such items included within the properties described above, and where so permitted or required, is to be filed for record in the Office of the County Clerk where the above described properties are situated. The mailing address of each Mortgagor is set forth opposite its signature to this Supplemental Mortgage and the address of the Noteholder from which information concerning the security interest may be obtained is the address of Mortgagee set forth at the end of this Supplemental Mortgage.

7.

This Supplemental Mortgage has been executed in numerous counterparts, all of which shall constitute one and the same instrument and all of which are identical except that for the convenience of County Clerks and Recorders in the States of Oklahoma and Wyoming in indexing this Supplemental Mortgage, there is attached as Appendix I to certain counterparts of this instrument to be filed for recording in those states a description of the Mortgaged Properties located in the particular county in which such counterpart is recorded.

8.

The Effective Date of this Supplemental Mortgage shall be 7 o'clock A.M. local time on March 1, 1980 at the location of the Mortgaged Properties, respectively.

9.

If any provision hereof or of any Note is invalid and unenforceable in any jurisdiction, the other provisions hereof or of such Note shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Mortgagee in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written in several counterparts, all and any of which shall be treated for all purposes as one original and shall constitute and be one and the same instrument.

711 Polk, Suite 1200
Houston, Texas 77002

HOWELL PETROLEUM CORPORATION

By: _____
Sidney E. Jones, Jr., President

ATTEST:

_____
Louise A. Glenn, Assistant Secretary

711 Polk, Suite 1200
Houston, Texas 77002

HOWELL OIL & GAS, INC.

By: _____
Sidney E. Jones, Jr., President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH, INC.

By: _____
J. Darby Sere, Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH EXPLORATION CORPORATION

By: _____
J. Darby Sere, Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH NOMINEE PARTNERSHIP CO.

By: PETRO-SEARCH, INC.,
General Partner

By: _____
J. Darby Sere,
Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

By: HOWELL PETROLEUM
CORPORATION,
General Partner

By: _____
Sidney F. Jones, Jr.,
President

ATTEST:

_____
Louise A. Glenn, Assistant Secretary

By: HOWELL OIL & GAS, INC.,
General Partner

By: _____
Sidney F. Jones, Jr.,
President

ATTEST:

_____
Louise A. Glenn, Secretary

"MORTGAGEE"

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: _____
Gary K. Wright,
Senior Vice President

712 Main Street
Houston, Texas 77002

"TRUSTEE"

_____
GARY K. WRIGHT

By: HOWELL PETROLEUM
CORPORATION,
General Partner

By: _____
Sidney F. Jones, Jr.,
President

ATTEST:

_____
Louise A. Glenn, Assistant Secretary

By: HOWELL OIL & GAS, INC.,
General Partner

By: _____
Sidney F. Jones, Jr.,
President

ATTEST:

_____
Louise A. Glenn, Secretary

"MORTGAGEE"

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: _____
Gary K. Wright,
Senior Vice President

712 Main Street
Houston, Texas 77002

"TRUSTEE"

_____
GARY K. WRIGHT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sidney F. Jones, Jr., President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

(SEAL)

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas
CAROLYN MITSAKIS
Notary Public State of Texas
My Commission Expires February 4, 1984

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sidney F. Jones, Jr., President of HOWELL OIL & GAS, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

(SEAL)

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas
CAROLYN MITSAKIS
Notary Public State of Texas
My Commission Expires February 4, 1984

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Sere, Vice President of PETRO-SEARCH, INC., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

(SEAL)

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas
CAROLYN MITSAKIS
Notary Public State of Texas
My Commission Expires February 4, 1984

589

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Sere, Vice President of PETRO-SEARCH EXPLORATION CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

Carolyn Kritsakis
Notary Public in and for
Harris County, Texas

(SEAL)

CAROLYN MITSAKIS
Notary Public State of Texas
My Commission Expires February 4, 1984

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Sere, Vice President of PETRO-SEARCH, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said PETRO-SEARCH, INC., a corporation, and as the act and deed of the said corporation in its capacity as a general partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO., a Colorado partnership.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

Carolyn Kritsakis
Notary Public in and for
Harris County, Texas

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary K. Wright, Senior Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said association, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

Notary Public in and for
Harris County, Texas

(SEAL)

10

CAROLE LOTT
Notary Public State of Texas
Commission Expires November 30, 19[illegible]

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary K. Wright, Trustee for Texas Commerce Bank National Association, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 18th day of April, 1980.

(SEAL)

Carole Lott
Notary Public in and for
Harris County Texas

CAROLE LOTT
Notary Public in and for Harris County, Texas
My Commission Expires November 30, 19[illegible]

590 87

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§ ss.:
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, CAROLYN MITSAKIS, a Notary Public duly qualified, commissioned, sworn and acting in the County and State aforesaid and residing in Houston, Harris County, Texas, hereby certify that, on this 14th day of April, 1980:

There personally appeared before me SIDNEY F. JONES, JR., President of HOWELL PETROLEUM CORPORATION, President of HOWELL OIL & GAS, INC., President of HOWELL PETROLEUM CORPORATION, General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO. and President of HOWELL OIL & GAS, INC., General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO.,; J. DARBY SERE, Vice President of PETRO-SEARCH, INC., Vice President of PETRO-SEARCH EXPLORATION COMPANY and Vice President of PETRO-SEARCH, INC., General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO., each known to me to be such officer, each such corporation and PETRO-SEARCH NOMINEE PARTNERSHIP CO. being a party to the foregoing instrument:

(MISSISSIPPI) Personally appeared before me the above named persons who acknowledged that they signed, executed and delivered the foregoing instrument this day in their capacities as officers of the respective corporations, for and on behalf of each said corporation, being duly authorized so to do by the Board of Directors of each said corporation.

(OKLAHOMA) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of each such corporation to the foregoing instrument as the designated officer of each such corporation and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

(WYOMING) The foregoing instrument was acknowledged before me by said officers on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Houston, County of Harris, State of Texas, on the date first above mentioned.

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas

CAROLYN MITSAKIS
Notary Public State of Texas
My Commission Expires February 4, 1984

(SEAL)

[redacted] [redacted] [redacted]

This instrument was prepared by:

R. S. Pieringer
Liddell, Sapp, Zivley, Brown & LaBoon
500 Gulf Building
Houston, Texas 77002

5721

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That DONALD R. SCHOOLEY and MARY ELLEN SCHOOLEY, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment THIRTY-TWO THOUSAND FOUR HUNDRED DOLLARS ($32,400.00), due April 1, 1983, with interest from date hereof at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in 36 monthly installments of $1,045.46, the first of which to be made on the 1st day of May, 1980, and a similar payment on the 1st day of each and every month thereafter succeeding until said principal sum and all interest have been fully paid, DO HEREBY MORTGAGE to RONALD D. SCHOOLEY and SHARON K. DAVIS and KAREN L. EDWARDS and THARON S. LAYLAND, mortgagees, whose address is Pinedale, Wyoming 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Township 34 North, Range 109 West of the 6th P.M.

Section 27 - Lot 8

TOGETHER WITH all of the buildings and improvements situate thereon and the appurtenances and hereditaments thereunto appertaining;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN ----- THIRTY THOUSAND ---------- DOLLARS ($ 30,000.00) during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall

170[illegible]

[illegible] May 1
[illegible] 34 Mtg
[illegible] 6th Land Instr

80 Acres
592

Book B
509

[illegible]

be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees, their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 1st day of May, 1980.

Donald R. Schooley
DONALD R. SCHOOLEY

Mary Ellen Schooley
MARY ELLEN SCHOOLEY

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DONALD R. SCHOOLEY and MARY ELLEN SCHOOLEY, husband and wife, this 1st day of May, 1980.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

594 Rel'd Bk 127 457

MORTGAGE DEED—FORM NO. 4

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RONALD E. SHIELDS and NORMA R. SHIELDS, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of One Hundred Twenty-six Thousand, One Hundred Two and No/100 Dollars, due on demand ($126,102.00) with interest from 4/22/80 at the rate of twelve (12%) per cent per annum, payable at maturity annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Five (5) Airport Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents, to prior mineral reservations of record and to easements and rights of way of record or in use.

179382

RECORDED May 1 19 80 9:00 A.M.
IN BOOK 33 Misc PAGE 594
FEES $ 6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 22nd day of April A. D. 19 80.

the presence of

Ronald E. Shields

Norma R. Shields

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Ronald E. Shields and Norma R. Shields,

this 23rd day of April, 19 80.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: [illegible]

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

596

STATE OF WYOMING

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That
THOMAS B. JACKSON and KATHRYN B. JACKSON, husband and wife
herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FORTY FIVE THOUSAND SIX HUNDRED FIFTY AND NO/100---------- Dollars ($ 45,650.00), with interest at the rate of seven and 7/8 per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of
FIRST SECURITY BANK OF ROCK SPRINGS
a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of THREE HUNDRED THIRTY AND 96/100---------- Dollars ($ 330.96), commencing on the first day of June, 1980, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2010, hereby mortgages to said Mortgagee, the following described real estate, situated in Sublette County, state of Wyoming, to wit:

LOT 20 MONTE VISTA ESTATES, SUBLETTE COUNTY, WYOMING

1206205

RECORDED [illegible] 19 [illegible] AM
IN BOOK 32 Misc PAGE 596
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

[redacted] [redacted] [redacted]

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (*a*) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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 polices then in force shall pass to the purchaser or grantee.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, becomes due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. the Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment hereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver of 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 then solvency or insolvency of the Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said KATHRYN B. JACKSON wife of the said THOMAS B. JACKSON upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 2nd day of May, 19 80.

In the presence of

THOMAS B. JACKSON

KATHRYN B. JACKSON

STATE OF WYOMING

ss

COUNTY OF [illegible]

On this [illegible] day of [illegible], 19[illegible], before me personally appeared THOMAS B. JACKSON & KATHRYN B. JACKSON known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this [illegible] day of [illegible], A.D. 19[illegible].

Dan Tegeler
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires Dec. 19, 1982

Notary Public.

STATE OF WYOMING

ss:

COUNTY OF

This instrument was filed for record at o'clock M.,
on the day of , A.D. 19 , and duly recorded in
Book on Page

County Clerk and ex officio Register of Deeds

By Deputy

Fee: $

STATE OF WYOMING

This form is used in connection with mortgages insured under the one to four family provisions of the National Housing Act

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That
GARY OWEN NEELY and RUTH ELIZABETH NEELY
herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FORTY FOUR THOUSAND AND NO/100---------- Dollars ($ 44,000.00), with interest at the rate of 7 and 7/8 per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of

FIRST SECURITY BANK OF ROCK SPRINGS,
a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of THREE HUNDRED NINETEEN AND 04/100---------- Dollars ($ 319.04), commending on the first day of June, 1980, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOTS 10 AND 11, BLOCK 1, AMENDED REDSTONE 2ND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

179878

RECORDED [illegible] 19 [illegible] M
IN BOOK 32 MTG PAGE 599
FEES $ Laura J. Baker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

Released BK 17 Pg 517 8/24/95

599

assignment Bk 32 Pg 624

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (*a*) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, becomes due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. the Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

[redacted] [redacted] [redacted]

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 or the Mortgagor's 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.

13. That 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.

And the said RUTH ELIZABETH NEELY wife of the said GARY OWEN NEELY upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 2nd day of May, 19 80

In the presence of

Gary Owen Neely

Ruth Elizabeth Neely

THE STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 2nd day of May, 1980, before me personally appeared Gary O. Neely & Ruth E. Neely to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so

Don Tegeler Notary Public
County of Sublette State of Wyoming
My Commission Expires Dec. 12, 1982

Given under my hand and seal, this 2nd day of May, A.D. 1980

My Commission expires

Don Tegeler
Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF)

This instrument was filed for record at o'clock M.,
on the day of , A.D. 19 , and duly recorded in
Book on Page

County Clerk and ex officio Register of Deeds

By

Fee: $ Deputy

Released 4/18/85
Book 12 Rel, Pg. 65C

602

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REAL ESTATE MORTGAGE

FORM FLB 708 (Rev. 1-77)

April 25, 1980

Victor E. Mack and Josephine A. Mack, husband and wife; and

Miller Land & Livestock Co., a Wyoming Corporation

Fremont County, Wyoming

THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha, Douglas County, Nebraska, whose address
is Farm Credit Building, Omaha, Nebraska 68100,

described real estate in Sublette County, Wyoming:

SEC. TWP. RG.

170895

RECORDED May 7 1980 10:00 M
IN BOOK 32 Misc PAGE 602
FEES $ 9.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Fremont County: Wyo. No. 0185365
Recorded
MAY 2 1980 Book 37 of Microfilm Page 644
2 o'clock P.M. James A. Farthing
County Clerk

in all 3,610

EIGHT HUNDRED SEVENTY-TWO THOUSAND AND NO/100 - - - - - - - - - - DOLLARS,

January, 2009

[redacted]

Miller Land & Livestock Co., a
Wyoming Corporation

By _____ President

ATTEST: _____ Secretary

(SEAL)

Victor E. Mack

Josephine A. Mack

STATE OF WYOMING }
FREMONT }

80

Victor E. Mack and Josephine A. Mack, husband and wife,

Received [illegible]
Steven K. Crowe
Notary Public
County of
Fremont
State of
Wyoming
My Commission Expires Dec. 22, 1983

Steven K. Crowe

STATE OF WYOMING }
SUBLETTE }

On this 2nd day of [illegible] A.D., 80, before me, a Notary Public in and for said County and State, personally appeared James M. Miller personally known to me to be the identical person who executed the foregoing instrument, and acknowledged to me that he is the President of said corporation; that said instrument was signed and sealed in behalf of said corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

My commission expires [illegible]

[illegible]

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	SEC.	TWP.	RG.
All	1		
All	2		
SE¼ SE¼	3		
NE¼ NE¼	10		
E½ NE¼	11		
W½ NW¼	12		
All in		31N	111 W 6th P.M.
S½ SE¼; and SE¼ SW¼	26		
S½ NE¼; and SE¼	27		
NE¼; and N½ SE¼	34		
S½; and NE¼; and S½ NE¼; and NW¼ NE¼	35		
All in		32N	111 W 6th P.M.

and the following-described real estate in Fremont County, Wyoming:

SW¼; and W½ SE¼	10		
SW¼	14		
SE¼ SE¼; NE¼	22		
E½ NE¼; and NE¼ SE¼; and W½ SE¼; and SW¼; and the SE¼ NW¼; and E½ E½	23		
W½ NW¼; and NE¼ E½ SW¼; and E½ SW¼; and W½ SE¼	24		
NE¼ NE¼; and E½ SW¼ NE¼; and N½ SE¼ NW¼ NE¼; and the SE¼ NW¼ NW¼; and N½ NE¼ NW¼; and E½ SE¼ NE¼; and the N½ SW¼ SE¼ NE¼; and SE¼ SE¼ NE¼	25		
All in		2N	2 E 6PM

645

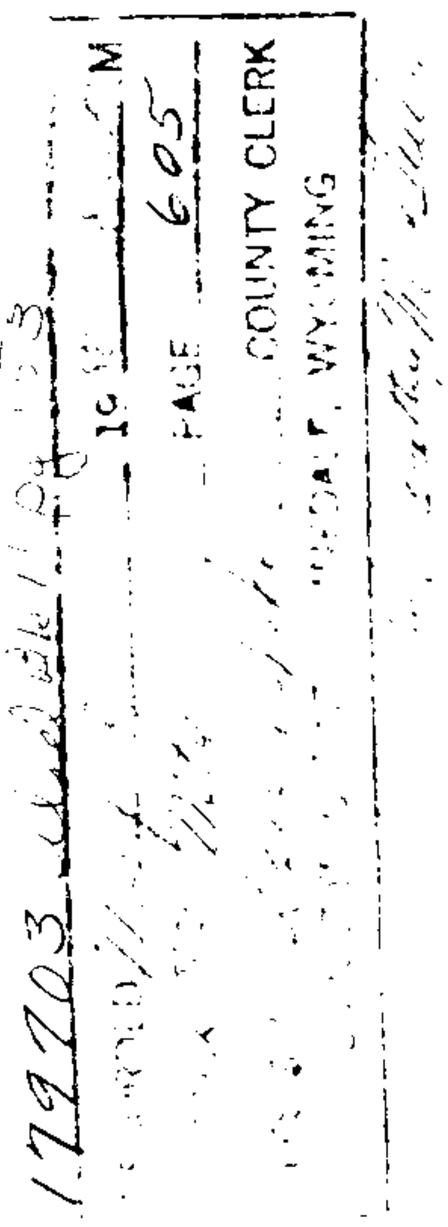
S 5/2/80

M. M. M.

5/2/80

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EDWIN S. HJELLUM and ROSALIE M. HJELLUM, husband and wife, mortgagors, of El Sobrante, _____ County, California, to secure the payment of Twenty-five Thousand Four Hundred Fifty Dollars ($25,450.00), together with accrued interest at the rate of eleven and one-half per cent (11½%) per annum from the date of this note, said principal and interest to be paid in three (3) annual installments, as follows:



a. Eight Thousand Four Hundred Eighty-three and 33/100 Dollars ($8,483.33) on principal, together with accrued interest on the unpaid principal balance at the rate of 11½% per annum from April 1, 1980, shall be due and payable on April 1, 1981.

b. $8,483.33 on principal, together with accrued interest on the unpaid principal balance at the rate of 11½% per annum from April 1, 1981, shall be due and payable on April 1, 1982.

c. $8,483.34 on principal, together with accrued interest on the unpaid principal balance at the rate of 11½% per annum from April 1, 1982, shall be due and payable on April 1, 1983.

d. Prepayments may be made in any amount at any time without penalty for prepayment, any such prepayments to be applied first to accrued interest and then to principal.

as evidenced by a Promissory Note of even date herewith, do hereby mortgage to FIRST WYOMING BANK, N.A.-KEMMERER, of Kemmerer, Lincoln County, Wyoming, IN TRUST, FOR THE ESTATE OF DEAN G. JEWETT, as guardian of said estate, mortgagee, the following described real estate, situated in the County of Sublette, State of Wyoming, to-wit:

> Lot 5, Block 9, Hennick Second Addition to the Town of Pinedale, as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining, subject to the reservations and restrictions in United States Patents.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in an amount not less than the unpaid principal balance during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments

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and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the highest legal rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee or its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale they shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of said state.

Dated this 1st day of April, 1980.

_____
Edwin S. Hjellum

_____
Rosalie M. Hjellum

STATE OF _____ :
: ss.
COUNTY OF _____ :

On this ____ day of _____, 1980, before me personally appeared Edwin S. Hjellum and Rosalie M. Hjellum, husband and wife, to me known to be the persons described in and who executed the foregoing Mortgage Deed With Release of Homestead, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

[redacted] [redacted] [redacted]

Given under my hand and notarial seal, the day and year in this certificate first above written.

NOTARY PUBLIC

My commission expires _____.

OFFICIAL SEAL
VICKI FISCHER
NOTARY PUBLIC - CALIFORNIA
COUNTY OF CONTRA COSTA
My Commission Expires August 12, 1983

MORTGAGE DEED—FORM NO. 4

608

THE MILES COMPANY, AMERICAN 141 502

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ALLEN D. CRANE and VIRGINIA E. CRANE, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Fourteen Thousand Four Hundred and No/100 -($14,400.00) Dollars, due 4/15/90 with interest from 4/17/80 at the rate of seventeen (17%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $250.28, first payment due 5/15/80

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Eight (8) Block Two (2) of the Amended Redstone Second Addition to the Town of Pinedale, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale recorded in the office of the County Clerk on March 28, 1978, in Book 33 of Miscellaneous, pate 678; and
RESERVING TO Redstone Corporation, A Wyoming Corporation, all oil, gas and other minerals together with right of ingress and egress to prospect for, mine and remove same.

179708

FILED for Record the 8 day of May A.D. 1980 at 3:00 P.M.
in BOOK 33 Misc. PAGE 608
FEES $6.00 Sandy Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lucia

The mortgagorS agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 17th day of April A. D. 1980.

In the presence of

Allen D. Crane

Virginia E. Crane

State of Wyoming)
County of Sublette) ss.

The foregoing instrument was acknowledged before me by Allen D. Crane and Virginia E. Crane

this [illegible] day of April, 1980.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: [illegible]

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
County of [illegible]) ss.

This instrument was filed for record at

o'clock ..M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By
Deputy Clerk

No Fees, $

609

610

FmHA
FARMERS HOME ADMINISTRATION
U.S. DEPARTMENT OF AGRICULTURE

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE, made and entered into by CLINTON E. RICE, SR. and NADINE RENEE RICE, husband and wife,

of Big Piney, Sublette County, Wyoming, whose mailing address is P. O. Box 506, Big Piney, Wyoming 83113

(hereinafter jointly and severally called "Borrower"),

WHEREAS Borrower is indebted to the United States of America acting through the Farmers Home Administration, United States Department of Agriculture (hereinafter called the "Government"), whose address is Box 820, Casper, Wyoming, as evidenced by one promissory note and assumption agreements (herein called "note"), which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Interest Rate	Due Date of Final Installment
5/9/80	$42,000.00	10%	5/9/2013

If this mortgage is assigned, _____ for farm ownership or operating loans secured by this instrument, then interest will be charged as provided in the note.

And whereas Borrower, as a condition to obtaining the loan evidenced by the note, is required to execute and deliver this instrument to the Government to secure the Government against loss under its contract of insurance executed pursuant to the Consolidated Farm and Rural Development Act and/or the Housing Act of 1949, as amended from time to time (hereinafter called the Farmers Home Administration Act);

And whereas Borrower agrees that this instrument must, among other things, at all times when the note is held by the Government or in case the Government should assign this instrument without insurance of the note, this instrument shall secure prompt payment of the note and all renewals and extensions thereof and any agreements contained therein, including any agreement to pay interest on delinquent insurance or other charges, at all times when the note is held by an insured holder, and the performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement. Borrower does hereby grant, bargain, sell, convey, mortgage and warrant to the Government the following property situated in the State of Wyoming, County(ies) of Sublette

Lots 10, 11 and 12, Block 54, Marbleton Townsite, Sublette County, Wyoming, as the same appear of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; and SUBJECT TO prior mineral reservations of record, if any.

with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and
and income therefrom, all improvements and personal property now or later attached thereto
including, but not limited to, stoves, refrigerators, clothes washers, clothes dryers,
whole or in part with loan proceeds. Water, water rights, and water stocks pertaining
with, to Borrower by virtue of any lease, transfer, conveyance, or condemnation
hereinafter called the "Property."

simple.

and to indemnify and save Lender
by reason of any default by Borrower. At
payments on the note to the Govern-

required by regulation of the

of the estimated annual taxes,
mortgaged premises.

may at any time pay any other amounts
and expenses for the pro-
of Borrower. All such advances shall be at

assessment, with interest, shall be immediately due and pay-
stated in the latest note and shall be secured hereby.
Borrower's covenant to pay. Any payment made
secured hereby in the order set forth.

assessments by the Government,

assessments lawfully attaching to or assessed
rights, and Water Stock pertaining

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21. This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations [redacted] consistent with the express provisions hereof [redacted].

22. Notices given hereunder shall be sent by certified mail unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, P.O. Box 820, Casper, Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration office to which normally will be the same as the post office address shown above.

23. At the option of the Government this mortgage may be foreclosed by action or as otherwise permitted by law and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government the agent and attorney in fact to sell the property after due notice at public auction to the highest bidder, which Government may bid at the request of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

24. Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof. In the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower and make loan advances as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

25. If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to this end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand s and seal s this 9th day of May, 19 80.

Clinton R. Rice, Sr.

Nadine Renee' Rice

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Clinton R. Rice, Sr. and Nadine Renee' Rice, this 9th day of May, 19 80.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22, 1982

Notary Public

SEAL

My commission expires: 4/22/82

614

Bk 136 Pg 271

MORTGAGE

THIS MORTGAGE is made as of the 7th day of May, 1980, between Donald O. Roos and Katherine E. Roos, husband and wife (herein "Mortgagor"), and First Wyoming Bank, N.A. Kemmerer, a corporation organized and existing under the laws of the United States, whose address is 801 Pine Avenue, Kemmerer, WY 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Two Thousand Nine Hundred Ninety Two and 69/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 7, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 10, 1992;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lot Two (2) Block Two (2) Ball 1st Addition to the Town of Marbleton as the same appears of record on the official plat filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record;
RESERVING, HOWEVER, TO GRANTORS all remaining oil and gas, and other minerals together with right of ingress and egress to prospect for, mine and remove same.

Lot Three (3) Block Two (2) Ball 1st Addition to the Town of Marbleton as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record; and
RESERVING, HOWEVER, TO GRANTORS all remaining oil and gas, and other minerals together with right of ingress and egress to prospect for, mine and remove same.

79740

RECORDED May 12 1980 8:00 A.M.
BOOK 32 Misc
PAGE 614
Lou Lang Yake
COUNTY CLERK
DEPUTY
Dorothy McClure

which has the address of ..... (Street) Big Piney, ... (City)
Wyoming 83113 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Ronald O. Rees —Borrower

Kathryn K. Rees —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this May 7, 1980 (date) by

(person acknowledging)

My Commission expires:

Notary Public

Space Below This Line Reserved For Lender and Recorder

assigned Bk 32 pg 226

Rlsd. Bk 22 pg 312 1-9766
34-03

VA FORM 26 6348b
OCT 1970
Acceptable to Federal National
Mortgage Association

618

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this 8 day of May

19 80 , Jack N. Cain and Linda K. Cain, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is P. O. Box 1052

Pinedale, WY 82941 hereby MORTGAGES

to MORTGAGEE, namely: First Security Bank of Rock Springs

whose address is P. O. Box 1319 Rock Springs, WY 82901

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

LOT 12, BLOCK 2, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE,

SUBLETTE COUNTY, WYOMING.

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of FORTY NINE THOUSAND AND NO/100---------- DOLLARS

($ 49,000.00) with interest at the rate of Seven & 7/8 per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of THREE HUNDRED FIFTY FIVE AND 30/100---------- DOLLARS

($ 355.30), commencing on the 1 day of June , 19 80 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1 day of May ,

2010 . By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

Jack N. Cain — Mortgagor

Linda K. Cain — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

On this 8 day of May, 19 80, before me personally appeared Jack N. Cain & Linda K. Cain, Husband & Wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

NOTARY PUBLIC

Notary Public

My commission expires on the 8 day of August, 19 83.

620

ASSIGNMENT OF MORTGAGE

First Security Bank

FOR VALUE RECEIVED, the of Rock Springs, a corporation organized and existing under the laws of the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Jack N. Cain & Linda K. Cain, Husband and Wife

and appears recorded in book 32 of mortgages, beginning on page 618 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 12, BLOCK 2, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

May 13 — 10:30 A
32 Mtg
620
4.00 Sam Ofole
Dorothy M Ellis

together with the note or notes secured thereby, to the Wyoming Community Development Authority, its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 8 day of May, 19 80.

By George Stahla
George Stahla, Asst. Vice-President

Attest:
Title Asst. Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by George Stahla

this 8 day of May, 19 80

Witness my hand and official seal.

My Commission expires: August 8, 1983

Notary Public

Title of Officer

3/80

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under State of, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Gary Owen Neely & Ruth Elizabeth Neely Husband and Wife and appears recorded in book 32 of mortgages, beginning on page 599 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 10 AND 11, BLOCK 1, AMENDED REDSTONE SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

9703

RECORDED May 13 at 10:30 A.M.
BOOK 32 Misc PAGE 621
14th Day of May
COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
by Dorothy McKenzie

together with the note or notes secured thereby, to the Wyoming Community Development Authority its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 7 day of May 19 80.

By George Stahla, Asst. Vice-President

Attest: Title Assistant Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by George Stahla

this 7 day of May, 19 80

Witness my hand and official seal.

My Commission expires August 8, 1983

Notary Public

Title of Officer

3/80

622

Released PR 1 Mtg Pg 50

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Thomas B. Jackson & Kathryn B. Jackson, Husband & Wife

and appears recorded in book 32 of mortgages, beginning on page 576 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 20 MONTE VISTA ESTATES, SUBLETTE COUNTY, WYOMING.

170760

RECORDED May 13 1980 10:30 A M
BOOK 35 Mtg PAGE 622
FEES $4.00 Lou J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

together with the note or notes secured thereby, to the Wyoming Community Development Authority its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 7 day of May, 19 80.

By George Stahla, Asst. Vice-President

Attest:

Title Asst. Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by George Stahla

this 7 day of May, 19 80

Witness my hand and official seal.

My Commission expires: August 8, 1983

Notary Public

Title of Officer

3/80

STATE OF WYOMING

This form is used in connection with mortgages insured under the one to four family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

Rick K. Walton, a single man

hereinafter designated as Mortgagor, of 343 S. Jackson, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FORTY FOUR THOUSAND SEVEN HUNDRED AND NO/100---------- Dollars ($ 44,700.00), with interest at the rate of seven and seven-eighths per centum (7.875) per annum as evidenced by a promissory note of even date herewith to the order of

First Security Bank of Rock Springs

a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of THREE HUNDRED TWENTY FOUR DOLLARS AND 11/100---------- Dollars ($ 324.11) beginning on the first day of July, 198, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2010.

Hereby mortgages to said Mortgagee the following described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 4, BLOCK 1, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE,

SUBLETTE COUNTY, WYOMING.

179792

May 15 8C 2130 P.
32 Mtg
8:00 o'Clock A. M. May 15 A.D. 19 98
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Lynda Kelly Deputy

including all buildings and improvements thereon (or that may hereafter be erected thereon), together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the property covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the property covered hereby, (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to such to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent, and

Assigned bk 32 Mtg Pg 626

623 Released Bk 45 Rec'd Pg 217

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (*a*) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayment, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. the Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, including 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above-described premises, at public vendue for cash, 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 of the preparation of the same, incurred or advanced by the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any such proceedings [illegible] In case the Mortgagee shall fail promptly thereafter [illegible] right of foreclosure at any time thereafter during [illegible] foreclosure rights in case of further default or defaults.

[redacted] [redacted] [redacted]

13. That 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.

And the said Rick K. Walton wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand this 14 day of May, A.D. 19 80.

In the presence of

Rick K. Walton

THE STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

On this 14 day of May, A.D. 19 80, before me personally appeared Rick K. Walton to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same of her own separate and apart.

Given under my hand and notary seal, this 14 day of May, A.D. 19 80.

[SEAL]

My Commission Expires August 8, 1982

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF)

This instrument was filed for record at o'clock M.,
of the day of , A.D. 19 , and duly recorded in
Book of Page .

County Clerk and ex officio Register of Deeds

By

Fee $ Deputy

6705

626

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under the laws of the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Rick F. Valton, a single man

and appears recorded in book 32 Misc. of mortgages, beginning on page 6 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 4, BLOCK 1, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

179793

RECORDED May 15, 19 80 2:30 P M
IN BOOK 32 Misc PAGE 6
FEES $ 4.00 Sara J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellis

together with the note or notes secured thereby, to the Wyoming Community Development Authority

its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 14 day of May, 19 80.

By George Stahla
George Stahla, Asst. Vice-President

Attest: Title Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by George Stahla

this 14 day of May, 19 80

Witness my hand and official seal.

My Commission expires: August 8, 1983

Donna M Ryan
Notary Public Title of Officer

3/80

MORTGAGE [redacted] --FORM NO 4½ [redacted] THE MILL [redacted] PRINTING CO. CASPER, WYO.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Russell L. Imeson and Dawn J. Imeson, husband & wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of

Sixteen thousand and 00/100 Dollars, due

with interest from date at the rate of 18 per cent per annum, payable annually

evidenced by a promissory note, of even date herewith,

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Big Piney, Wyoming

the following described real

estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Four (4), Section Three (3), Township Thirty (30), Range 111 West of the 6th P.M., Sublette County, Wyoming

177882

Rec'd 311 p 624
Fee $
[illegible]

627

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable value Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable amount Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 9 day of May A. D. 19 80

In the presence of

627

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Russell L. Imeson, Dawn J. Imeson,

this 8 day of May, 19 80.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/81

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fee, $

MORTGAG[redacted]—FORM NO. 4[redacted] [redacted] THE MIL[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

James P. Rogers and Leona Gay Rogers, husband and wife

mortgagor S of Sublette County, State of Wyoming, to secure the payment of Twenty Thousand and no/100---------- Dollars, due 7/10/83 with interest from date at the rate of 18 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, $724.00 monthly payments with adjustment on 36th payment

do hereby mortgage to

STATE BANK OF BIG PINEY
Big Piney, Wyoming 83113

mortgagee, whose address is

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

LOTS 4 and 5, Block 6, Patterson's First Addition
To The Town of Pinedale, Sublette County, Wyoming.

170[illegible]

[illegible] 629

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $20,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 12th day of May A. D. 19 80.

In the presence of

James P. Rogers
Leona Gay Rogers

629

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by James P. Rogers
Leona Gay Rogers
this 12th day of May, 1980.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: Sept 1, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at
o'clock M., on the
day of A. D. 19
and duly recorded in Book
on Page

County Clerk and Ex-Officio Register of Deeds

By Deputy Clerk

No.

Fees, $

STATE OF WYOMING

This form is approved for use in connection with mortgages insured under the one to four family provisions of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dennis M. Stefanini & Nancy C. Stefanini hereinafter designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of SIXTY THOUSAND AND NO/100---------- Dollars ($ 60,000.00) with interest at the rate of Seven and Seven-Eighths per centum (7.875) per annum as evidenced by a promissory note of even date herewith to the order of

FIRST SECURITY BANK OF ROCK SPRINGS

a corporation organized and existing under the laws of Wyoming hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FOUR HUNDRED THIRTY FIVE AND 06/100---------- Dollars ($ 435.06) commencing on the first day of July 1980, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June 2010. Mortgagor covenants and agrees that the property covered by this Mortgage is located in Sublette County, State of Wyoming, and more particularly described as:

LOTS 5, 6, 7 AND 8, BLOCK 2, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

179[illegible]

Filed for Record
at 3:00 o'clock P.M.
this 21st day
of May A.D. 1980
in Book 6-31
of Mortgages
Page 631
Sublette County, Wyoming
Kathleen Ely, County Clerk

including all buildings and improvements thereon (or that may hereafter be erected thereon), together with the 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 hereby relinquishes and waives the rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured (or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the property covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the property covered hereby, (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent, and

Assigned Bk 329 p 634

631 Released Bk. 14 Rel Pg. 241

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium) as the case may be;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's 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 tenantable order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, he will give immediate notice by mail to the Mortgagee 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 Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the rate set forth in the note secured hereby, on demand, and the same shall be secured by the said note and by these presents, and shall be a lien prior to any right, title or interest created hereafter in the said premises, and shall be collectible out of the proceeds of any sale made in pursuance of any provision of this mortgage, or by any other lawful means, as the amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become forthwith due and payable, anything hereinbefore contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor hereby agrees to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises or any part thereof, be taken or damaged by reason of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the _____ time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and deliver unto 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 thereof, after deducting from such sale the costs and expenses of such foreclosure and sale and in payment of all money expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon at the rate [illegible] the Mortgagee [illegible] the Mortgagor [illegible] any such proceeding [illegible] fees [illegible] the Mortgagee [illegible] [illegible] foreclosure [illegible] default [illegible] property [illegible] foreclosure [illegible] default [illegible]

[redacted] [redacted] [redacted]

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 accrual 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including actions in ejectment or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 or any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's 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.

13. That 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.

And the said Nancy C. Stefanini wife of the said Dennis M. Stefanini upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this Nineteenth day of May, 19 80

In the presence of

Dennis M. Stefanini

Nancy C. Stefanini

THE STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

On this 19 day of May, 19 80, before me personally appeared Dennis M. Stefanini & Nancy C. Stefanini to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 19 day of May, A.D. 1980.

[SEAL]

My Commission expires August 8, 1983

Notary Public.

STATE OF WYOMING)
) ss:
COUNTY OF)

This instrument was filed for record at o'clock M., on the day of , A.D. 19 , and duly recorded in Book on Page

County Clerk and ex officio Register of Deeds

By
Deputy

Fee: $

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ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Park of Rock Springs a corporation organized and existing under the State of , Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Dennis M. Stefanini & Nancy C. Stefanini, Husband and Wife and appears recorded in book 32 MTG of mortgages, beginning on page 637 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOTS 5, 6, 7, AND 8, BLOCK 2, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

together with the note or notes secured thereby, to the Wyoming Community Development Authority its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 29 day of May, 19 80.

By George Stahla
George Stahla, Asst. Vice-President

Attest:
Title Asst. Vice-President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by George Stahla

this 29th day of May, 19 80

Witness my hand and official seal

My Commission expires: August 8, 1983 Notary Public Title of Officer

[redacted] REAL [redacted] ORTGAGE FORM F[redacted]38 K (Rev. 1-77)

Date: May 5, 1980

Cecil E. Skorcz and Fern R. Skorcz, husband and wife.

_____, Mortgagors,

of Sublette County, Wyoming, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

THE FEDERAL LAND BANK OF OMAHA, a Corporation, of Omaha, Douglas County, Nebraska, whose address is Farm Credit Building, Omaha, Nebraska 68100,

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Sublette County, Wyoming:

SEC. TWP. RG.

That part of Lot [illegible] the Alsade Second Subdivision being part of the SW¼SW¼ of Section 20, T30N., R118W, Sublette County, Wyoming of record in the Office of the Clerk of Sublette County in Book 35 of Miscellaneous Records on page 428 described as follows:

BEGINNING at the northeast corner of the said SW¼SW¼ of Section 20;
thence S00°-12'E, 354.80 feet along the east line of the said SW¼SW¼ to the north corner of the Alsade First Subdivision of record in the Office of the Clerk of Sublette County in Book 34 of Miscellaneous Records on page 282;
thence S38°-54.5'W, 361.69 feet along the northwest line of said Alsade First Subdivision to a 3/8"x12" steel spike within Alsade Drive identical with the point of intersection of a curve with radius of 105.16 feet on said Drive;
thence N51°-05.5'W, 50.00 feet along the tangent of said curve to a 3/8"x12" steel spike;
thence continuing N51°-05.5'W, 150.00 feet along the center-line of said Drive;
thence N38°-46'-05.7"E, 637.44 feet, more or less, to the CORNER OF BEGINNING;
ENCOMPASSING an area of 2.39 acres, more or less;

together with all of the right, title, and interest of the Mortgagors in said property, including all buildings, improvements, fixtures or appurtenances now or hereafter acquired, including all apparatus, equipment, fixtures or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and the furnishings customarily or appropriately included by lessors to lessees including, but not limited to, mirrors, screens, windows, storm windows and doors, carpeting and other floor coverings, in-a-door beds, awnings, stoves, refrigerators, water heaters, air conditioners, humidifiers, hearth and fireplace equipment, all of which are declared to be a part of the real estate, whether physically attached thereto or not, and deemed a portion of the security for the indebtedness hereinafter described.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of TWENTY ONE THOUSAND NINE HUNDRED AND NO/100 ---------- DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of June, 2000. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors agree to pay, if requested by Mortgagee, on each installment date, in addition to the sums required by the above-described promissory note, a sum equal to the amount determined by the Mortgagee required to accumulate, and pay the insurance premiums on policies of fire and other hazard insurance covering the mortgaged premises, and the real estate taxes and assessments due on the mortgaged premises 15 days prior to the due dates thereof. In the event that the sums accrued for the payment of the said premiums, taxes, or assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due date thereof. All sums received therefor shall be applied on the principal balance until such time as they are withdrawn by Mortgagee for the payment of said premiums, taxes, or assessments.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

1. That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

2. That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

3. That in the event the Mortgagee is a party to any litigation affecting the security or the lien of its mortgage, including any suit by the Mortgagee to foreclose this mortgage, any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including bankruptcy and bankruptcy proceedings, the Mortgagors will, at their expense and in advance payment for attorneys' fees, at once pay to the Mortgagee the extent permitted by law, all costs, expenses, and other charges.

635 Released BL 17 Rel pg 110

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Cecil E. Skorcz
Fern R. Skorcz

Wyoming
Sublette

21st May 80

Cecil E. Skorcz and Fern R. Skorcz, husband and wife.

NOTARY PUBLIC

8-13-83

Ronald M. Nagel

This Space For Use of Mortgagee Only

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

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[redacted] [redacted] [redacted]

VA FORM
OCT 1970
Acceptable to Federal National
Mortgage Association

WYOMING

MASTER FORM MORTGAGE

(MORTGAGE AND ASSIGNMENT OF RENTS adopting and including by reference certain provisions of a Master Form Mortgage recorded in the counties named herein. A copy of said provisions is appended hereto. Procedure according to Sessions Laws of Wyoming, 1967, Ch. 226.)

KNOW ALL MEN BY THESE PRESENTS, That on this day of

19 , who,

whether one person or more, are herein called MORTGAGOR whose address is

hereby MORTGAGES

to MORTGAGEE, namely:

whose address is

with POWER OF SALE, the property situate in the County of Wyoming
described as follows, to wit:

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, TOGETHER with the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits, hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever, FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal

sum of DOLLARS

($) with interest at the rate of per centum (%) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly instalments of DOLLARS

($) commencing on the day of , 19 , and continuing on the day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the day of ,

1. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

County	Book	Page	County	Book	Page
Albany	186	434	Natrona	306	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	339	1
Carbon	536	358	Platte	142	152
Converse	447	339	Sheridan	122	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	845	123	and recorded July 22, 1969 in Laramie County		

And a copy hereof was delivered to Mortgagor.

179291

8-16-85
RISE Mtg Book 12, Page 754

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IN WITNESS WHEREOF, the Mortgagor(s) ha[illegible] hereunto set [illegible] hand(s) the day and year first above written.

Mortgagor

Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF [illegible])

On this 11 day of MAY, 19 80, before me personally appeared DONALD E. WITTKE & ANN H. WITTKE, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[illegible] SUNNY ELLEN MUNNS Notary Public

My commission expires on the [illegible] day of [illegible] VEPPER, 19[illegible]

SUNNY ELLEN MUNNS - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires November 21, 1981

UTAH MORTGAGE CORPORATION
CASPER, WYOMING
770 W. CURTIS ST.

[redacted] [redacted] [redacted]

May 2[illegible]
St. Hwy
[illegible] Lake
[illegible], WYOM[illegible]

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179934

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

MM&S PARTNERS

AND

ENERGETICS, INC.

TO

R. M. LUCAS

AND

M. GRZELAK, as Trustees

AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Dated as of May 7, 1980

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTIES WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

Released & 54 Misc. on Pg. 702

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MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of May 7, 1980, is from MM&S PARTNERS, a Colorado partnership (herein called "MM&S") and ENERGETICS, INC., a Colorado corporation (herein called "Energetics"; MM&S and Energetics being herein collectively called the "Mortgagors" and individually called a "Mortgagor"), to R. M. LUCAS and M. GRZELAK, of Chicago, Illinois, as Trustees (herein collectively called the "Trustees"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (herein called the "Bank").

I. MM&S and the Bank have entered into a Credit Agreement, dated as of May 7, 1980 (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which the Bank may, at its option, lend to MM&S an aggregate amount not to exceed $10,000,000 and MM&S, to evidence its indebtedness to the Bank under the Loan Agreement, has executed and delivered to the Bank its promissory note (herein called the "Loan Note"), dated May 7, 1980 in the principal amount of $10,000,000 to mature on demand, the Loan Note being payable to the order of the Bank, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees as therein set forth.

II. Energetics holds certain of the Mortgaged Property (as hereinafter defined) as nominee for MM&S, and is a party to this instrument as its interest may appear.

III. For all purposes of this instrument, unless the context otherwise requires:

A. "Oil and gas leases" shall include oil, gas and mineral leases and shall also include subleases and assignments of operating rights.

B. "Hydrocarbons" shall mean oil, gas and other liquid or gaseous hydrocarbons.

C. "Production Sale Contracts" shall mean contracts now in effect, or hereafter entered into by either Mortgagor, or such Mortgagor's predecessors in interest, for the sale, purchase, exchange or processing of Hydrocarbons produced from the lands described in Exhibit A attached hereto and made a part hereof.

D. "Lands described in Exhibit A" shall mean the undivided interests beneficially owned by MM&S and owned of record by Energetics as more specifically described in Exhibit A and shall include such undivided interests in any lands, the description of which is incorporated in Exhibit A by reference to another instrument or document, and shall also include such undivided interests in any lands now or hereafter unitized or pooled with lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference.

E. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, facilities or other

property of whatsoever kind or nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other temporary uses) now or hereafter located on any of the lands described in Exhibit A which are useful for the production, treatment, storage or transportation of oil or gas, including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks and shipping facilities.

F. "Mortgaged Property" shall mean the properties, rights and interests hereinafter described and defined as the Mortgaged Property.

G. "Indebtedness", "Note" and "Notes" shall have the respective meanings stated in Section 1.2 hereof.

NOW, THEREFORE, the Mortgagors, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, have granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents do grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustees, for the use and benefit of the Bank, all of the Mortgagors' respective right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Mortgagors hereby grant to said Trustees a security interest therein; namely:

(a) the lands described in Exhibit A, and the corresponding undivided interests in the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A,

(b) the presently existing unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A,

(c) the Hydrocarbons which are in, under, upon, produced or to be produced from the lands described in Exhibit A,

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(d) the Production Sale Contracts,

(e) the Operating Equipment, and

(f) the proceeds and products of the foregoing,

together with any and all corrections or amendments to or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all contracts, operating agreements, records, logs, rights-of-way, franchises, easements, surface leases, permits, licenses, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which either Mortgagor might at any time have or be entitled to,

all the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto, being hereinafter called the "Mortgaged Property";

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, payments out of production and other burdens which are referred to in Exhibit A and which are taken into consideration in computing the decimal or fractional interest as set forth in Exhibit A), (ii) the assignment of production contained in Article III hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 hereof, and (iii) the condition that neither the Trustees nor the Bank shall be liable in any respect for the performance of any covenant or obligation of either Mortgagor in respect of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustees forever to secure the payment of the Indebtedness and to secure the performance of the obligations of the Mortgagors herein contained.

The Mortgagors, in consideration of the premises and to induce the Bank, at its option, to make the loans above described (the Bank not being obligated, however, to make any such loans), hereby covenants and agrees with both the Trustees and the Bank as follows:

ARTICLE I

Indebtedness Secured

1.1 Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) The Loan Note, and all other obligations and liabilities of MM&S under the Loan Agreement;

(b) Any promissory notes evidencing additional loans which the Bank may from time to time make to MM&S, the Bank not being obligated, however, to make such additional loans;

(c) Any sums advanced or expenses or costs incurred by the Trustees or the Bank (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed;

(d) Any and all other indebtedness of MM&S to the Bank now or hereafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising; and

(e) Any extensions or renewals of all such indebtedness described in subparagraphs (a) through (d) above whether or not either Mortgagor executes any extension agreement or renewal instruments.

1.2 Indebtedness and Notes Defined. All the above items of indebtedness are hereinafter collectively referred to as the "Indebtedness". Any promissory note evidencing any part of the Indebtedness, including, without limitation, the Loan Note, is hereinafter referred to as a "Note" and all such notes are hereinafter referred to collectively as the "Notes".

ARTICLE II

Particular Covenants and Warranties of the Mortgagors

2.1 Payment of the Indebtedness. MM&S will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Notes.

2.2 Warranties. The Mortgagors, jointly and severally, warrant that (a) the oil and gas leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain, (b) each Mortgagor, to the extent of the respective interest specified in Exhibit A, has valid and indefeasible title to each property right or interest constituting the Mortgaged Property and has a good and legal right to grant and convey the same to the Trustees, it being understood that each Mortgagor's interest in each oil and gas lease or Operating Equipment shall exceed such Mortgagor's net interest in production from such lease to the extent of such Mortgagor's proportionate share of the burden of all royalties, overriding royalties and other such payments out of production, (c) the Mortgaged Property is free from all encumbrances or liens whatsoever, except as may be specifically set forth in Exhibit A or as permitted by the provisions of Section 2.5(e) hereof, and (d) neither Mortgagor is obligated, by virtue of any prepayment under any contract providing for the sale by such Mortgagor of Hydrocarbons which contains a

"take or pay" clause or under any similar arrangement, to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor. The Mortgagors will warrant and forever defend the Mortgaged Property unto the Trustees, against every person whomsoever lawfully claiming the same or any part thereof, and the Mortgagors will maintain and preserve the lien hereby created so long as any of the Indebtedness remains unpaid.

2.3 Further Assurances. Each Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustees may be necessary or desirable to carry out more effectually the purposes of this instrument, including, without limiting the generality of the foregoing, (a) prompt correction of any defect which may hereafter be discovered in the title to the Mortgaged Property or in the execution and acknowledgment of this instrument, any Note, or other document used in connection herewith, and (b) prompt execution and delivery of all division or transfer orders which in the opinion of the Bank are needed to transfer effectually the assigned proceeds of production from the Mortgaged Property to the Bank.

2.4 Taxes. Subject to the Mortgagors' right to contest the same, each Mortgagor will promptly pay all taxes, assessments and governmental charges legally imposed upon this instrument or upon the Mortgaged Property or upon the interest of the Trustees or the Bank therein, or upon the income and profits thereof.

2.5 Operation of the Mortgaged Property. So long as the Indebtedness or any part thereof remains unpaid, and whether or not either Mortgagor is the operator of the Mortgaged Property, the Mortgagors shall, at the Mortgagors' own expense:

(a) Do all things necessary to keep unimpaired the Mortgagors' rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property or enter into any operating agreement with respect to the Mortgaged Property without the prior written consent of the Trustees;

(b) Cause or, where the Mortgagors are not the operators of the Mortgaged Property, use their best efforts to cause the lands described in Exhibit A to be maintained, developed, protected against drainage, and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, and in accordance with generally accepted practices, applicable operating agreements, and all applicable federal, state and local laws, rules and regulations, excepting those being contested in good faith;

(c) Cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Property, and all expenses incurred in or arising from the operation or development of the Mortgaged Property, except to the extent contested in good faith and by appropriate proceedings;

(d) Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the lands described in Exhibit A, to be promptly made;

(e) Cause the Mortgaged Property to be kept free and clear of liens, charges and encumbrances of every character, other than (1) the lien hereof, (2) taxes constituting a lien but not due and payable, (3) defects or irregularities in title, and liens, charges or encumbrances, which are not such as to interfere materially with the development, operation or value of the Mortgaged Property and not such as to affect materially title thereto, (4) those set forth or referred to in Exhibit A, (5) those being contested by the Mortgagors in good faith in such manner as not to jeopardize the Trustees' and the Bank's rights in and to the Mortgaged Property, and (6) those consented to in writing by the Trustees; and

(f) Carry in standard insurance companies and in amounts satisfactory to the Trustees the following insurance: (i) workmen's compensation insurance and public liability and property damage insurance in respect of all activities in which either Mortgagor might incur personal liability for the death or injury of an employee or third person, or damage to or destruction of another's property; and (ii) to the extent such insurance is carried by others engaged in similar undertakings in the same general areas in which the Mortgaged Property is located, insurance in respect of the Operating Equipment, against loss or damage by fire, lightning, hail, tornado, explosion and other similar risks.

2.6 Recording, etc. The Mortgagors will promptly and at the Mortgagors' expense, record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to preserve, protect and renew the lien hereof as a first lien on real or personal property as the case may be and the rights and remedies of the Trustees and of the Bank, and otherwise will do and perform all matters or things necessary or expedient to be done or observed by reason of any law or regulation of any state or of the United States or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien hereof on the Mortgaged Property.

2.7 Sale or Mortgage of the Mortgaged Property. The Mortgagors will not sell, convey, mortgage, pledge, or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagors' right, title or interest therein without first securing the written consent of the Trustees, other than the sale of Hydrocarbons in the ordinary course of business; and, the Mortgagors will not enter into any arrangement with any gas pipeline company or other consumer of Hydrocarbons regarding the Mortgaged Property whereby said gas pipeline company or consumer may

set off any claim against the Mortgagors by withholding payment for any Hydrocarbons actually delivered.

2.8 Records, Statements and Reports. The Mortgagors will keep proper books of record and account in which complete and correct entries will be made of the Mortgagors' transactions in accordance with generally accepted accounting principles and will furnish or cause to be furnished to the Bank (a) upon its request, but not more than once a year reports prepared by an independent person or firm acceptable to the Bank concerning, (1) the quantity of Hydrocarbons recoverable from the Mortgaged Property, (2) the projected income and expense attributable to the Mortgaged Property, and (3) the expediency of any change in methods of treatment or operation of all or any wells productive of Hydrocarbons, any new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Mortgaged Property, the decision as to which may increase or reduce the quantity of Hydrocarbons ultimately recoverable, or the rate of production thereof, (b) monthly, a report showing the gross proceeds from the sale of Hydrocarbons produced from the lands described in Exhibit A (including any thereof taken off the lands described in Exhibit A by the Mortgagors for the Mortgagors' own use), the quantity of such Hydrocarbons sold, the severance, gross production, occupation, or gathering taxes deducted from or paid out of such proceeds, the number of wells operated, drilled or abandoned, and such other information as the Bank may reasonably request (upon request of the Bank, such reports referred to in clauses (a) and (b) above shall set forth such information on a lease or unit basis), and (c) such other information concerning the business and affairs and financial condition of the Mortgagors as the Bank may from time to time reasonably request.

2.9 No Governmental Approvals. The Mortgagors warrant that no approval or consent of any regulatory or administrative commission or authority, or of any other governmental body, is necessary to authorize the execution and delivery of this instrument or of the Notes, or to authorize the observance or performance by the Mortgagors of the covenants herein or in the Notes contained, or that such approvals as are required have been obtained or will be obtained promptly.

2.10 Right of Entry. The Mortgagors will permit the Trustees or the Bank, or the agents of either of them, to enter upon the Mortgaged Property, and all parts thereof, for the purpose of investigating and inspecting the condition and operation thereof.

ARTICLE III

Assignment of Production

3.1 Assignment. As further security for the payment of the Indebtedness, the Mortgagors hereby transfer, assign, warrant and convey to the Bank, effective as of May 7, 1980, at 7:00 o'clock A.M., all Hydrocarbons which are thereafter produced and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds

therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions of this Article, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Mortgagors and entitled in the Mortgagors' place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank, and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it.

3.2 Application of Proceeds. All payments received by the Bank pursuant to Section 3.1 hereof shall be placed in a cash collateral account at the Bank and on the first day of each month applied, as follows:

First: To the payment and satisfaction of all costs and expenses incurred in connection with the collection of such proceeds, and the payment and reimbursement of all items of the Indebtedness not evidenced by any Note.

Second: To the payment and satisfaction of the accrued interest on the Notes.

Third: To the amounts of principal then due and owing on the Notes.

Fourth: The balance, if any, shall either be applied on the then unmatured principal amounts of the Notes, such application to be on such of the Notes and installments thereof as the Bank may select, or, at the option of the Bank released to the Mortgagors.

3.3 No Liability of the Bank in Collecting. The Bank is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagors for funds actually received.

3.4 Assignment Not a Restriction on the Bank's Rights. Nothing herein contained shall detract from or limit the absolute obligation of the Mortgagors to make payment of the Indebtedness regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security now or hereafter existing to secure the payment of the Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustees or any receiver appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Note has been declared due and payable in accordance with the provisions of Section 4.1 hereof and to apply all of said proceeds as provided in Section 3.2 hereof. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article V hereof, the Hydrocarbons thereafter

produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. The Mortgagors agree to indemnify the Trustees and the Bank against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 3.6 called "claims"), made against or incurred by them or any of them as a consequence of the assertion, either before or after the payment in full of the indebtedness, that they or any of them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and the Trustees and the Bank shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or any of them shall have the right to pay or compromise and adjust all such claims. The Mortgagors will indemnify and pay to the Trustees or the Bank any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Bank and the Trustees or any of them. The obligations of the Mortgagors as hereinabove set forth in this Section 3.6 shall survive the release of this instrument.

ARTICLE IV

Events of Default

4.1 Events of Default. In case any one or more of the following "events of default" shall occur and shall not have been remedied:

(a) default in the payment of principal of or interest on any Note, or in the payment of any other indebtedness secured hereby, when due;

(b) the occurrence of an "Event of Default" under the terms and provisions of the Loan Agreement;

(c) any indebtedness of either Mortgagor becomes or is declared to be due and payable prior to its expressed maturity by reason of any default by either Mortgagor in the performance or observance of any obligation or by reason of the existence of any condition constituting a default in respect of such indebtedness;

(d) either Mortgagor shall become insolvent or shall make a general assignment for the benefit of creditors or shall institute or consent to any proceedings in insolvency or bankruptcy or for adjustment, extension, or composition of debts or for any other relief under any bankruptcy or insolvency law or laws relating to the relief of debtors;

(e) either Mortgagor shall be adjudged bankrupt, or any involuntary proceeding shall be instituted against either Mortgagor in insolvency or bankruptcy or for readjustment, extension or composition of debts or for any other relief under any bankruptcy or insolvency

law or laws relating to the relief of debts, and such proceedings shall not have been dismissed within thirty (30) days after the same shall have been instituted;

(f) any warranty or representation made herein shall prove to be untrue in any material respect;

(g) failure by either Mortgagor, within thirty (30) days after notice thereof from the Bank, to cure a default in the due performance or observance of any covenant or agreement contained in this instrument and not constituting a default in the payment of principal of or interest upon any Note or in the payment of any other Indebtedness;

(h) any substantial part of the property or assets of either Mortgagor or any part of the Mortgaged Property shall be attached or shall be placed in the hands of a receiver or receivers, or a trustee or trustees, or other officer or officers, or a representative or representatives of a court or of creditors and said attachment or said receivership shall continue for any period of thirty (30) consecutive days;

(i) the title of either Mortgagor to the Mortgaged Property or any substantial part thereof shall become the subject matter of litigation which would or might, in the Bank's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument and upon notice by the Bank to such Mortgagor such litigation is not dismissed within thirty (30) days of such notice;

then, and in any such event, the Bank, at its option, may declare the entire unpaid principal of and the interest accrued on the Notes and all other Indebtedness secured hereby to be forthwith due and payable, without any notice or demand of any kind, both of which are hereby expressly waived.

ARTICLE V

Enforcement of the Security

5.1 Power of Sale. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as they may elect, the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustees may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagors shall warrant title to the Mortgaged Property to such purchaser or purchasers. The Trustees may postpone the sale of all or any portion of the Mortgaged Property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right of sale hereunder shall

not be exhausted by one or any sale, and the Trustees may make other and successive sales until all of the trust estate be legally sold. It shall not be necessary for the Trustees to have physically present at any such sale, or to have constructively in their possession, any or all of the personal property covered by this instrument, and the Mortgagors shall deliver all of such personal property to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to take actual delivery of such property, then the title and right of possession to such property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

5.2 Judicial Proceedings. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees, in lieu of or in addition to exercising the power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.3 Certain Aspects of a Sale. The Bank shall have the right to become the purchaser at any sale held by the Trustees or by any court, receiver or public officer, and the Bank shall have the right to credit upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the Notes after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

5.4 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustees, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustees or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

5.5 Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Mortgagors of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagors,

and the Mortgagors' successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under either Mortgagor, or such Mortgagor's successors or assigns. Nevertheless, the Mortgagors, if requested by the Trustees so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

5.6 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as follows:

First: To the payment of all expenses incurred by the Trustees in the performance of their duties including, without limiting the generality of the foregoing, a commission of five per cent (5%) (or other reasonable amount as determined under applicable law) to the Trustees and expenses of any entry, or taking of possession, of any sale, of advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees;

Second: To the payment of the Notes and of the other items of Indebtedness with interest to the date of such payment;

Third: Any surplus thereafter remaining shall be paid to the Mortgagors or the Mortgagors' successors or assigns, as their interests shall appear.

5.7 Mortgagors' Waiver of Appraisement, Marshalling, etc. Rights. The Mortgagors agree, to the full extent that the Mortgagors may lawfully so agree, that the Mortgagors will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagors, for the Mortgagors and all who may claim through or under the Mortgagors, so far as the Mortgagors or those claiming through or under the Mortgagors now or hereafter lawfully may, hereby waive the benefit of all such laws; provided, however, that appraisement of any of the Mortgaged Property located in the State of Oklahoma is hereby expressly waived or not, at the option of the Trustees, such option to be exercised prior to or at the time the judgment is rendered in any foreclosure hereof. The Mortgagors, for the Mortgagors and all who may claim through or under the Mortgagors, waive, to the extent that the Mortgagors may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agree that the Trustees or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. If any law in this paragraph referred to and now in force, of which the Mortgagors or the Mortgagors' successor or successors might take advantage

despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph. Pursuant to Section 24-2-19.1, New Mexico Statutes, Annotated, 1953 Comp., as amended, the Mortgagors agree that as to the Mortgaged Property situated in the State of New Mexico the redemption period shall be shortened to one month.

5.8 Costs and Expenses. All costs and expenses (including attorneys' fees) incurred by the Trustees or the Bank in protecting and enforcing their or its rights hereunder, shall constitute a demand obligation owing by the Mortgagors to the party incurring such costs and expenses and shall draw interest at the rate of 10% per annum, all of which shall constitute a portion of the Indebtedness.

5.9 Sale of Mortgaged Property in Mississippi. After the occurrence of an event of default, the Trustees, their successors or substitutes, are authorized and empowered, and it shall be their special duty at the request of the Bank (which request is hereby presumed), to enforce this trust and to sell the Mortgaged Property, located in the State of Mississippi, as an entirety or in parcels, as the Trustees acting may designate to satisfy the Indebtedness then unpaid, after having published notice of the day, time, place and terms of sale in some newspaper published in the county or counties, as the case may be, in which the Mortgaged Property in the State of Mississippi is situated for three (3) consecutive weeks preceding date of sale; and, by posting one notice of such sale at the Court House of each county in which the Mortgaged Property is situated for said period of time. In the event the Mortgaged Property is located in more than one county in the State of Mississippi, the Trustees or their substitutes or successors in trust, shall have the power, in case they are directed to foreclosure under this instrument, to select the county in which the sale shall be made and their selection shall be binding on the Mortgagors and the Bank and all persons claiming through or under them, whether by contract or law. The Trustees or their substitutes or any successors in said trust shall have full power to fix the day, time, place and terms of sale and may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Trustees, including the posting of notices and the conduct of sale, but in the name and on behalf of the Trustees, their substitutes or successors. The Mortgagors waive the provisions of Section 89-155 of the Mississippi Code of 1972, Recompiled, and Laws amendatory thereto, if any, as far as said section restricts the right of the Trustees to offer at sale more than 160 acres at one time, and the Trustees, their substitutes or successors may, in their discretion, offer the Mortgaged Property as a whole or in such part or parts as they may deem desirable, regardless of the manner in which it may be described. Any sale made by the Trustees hereunder may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law.

5.10 Sale of Mortgaged Property in Texas. If any Note is not paid when due, whether by acceleration or otherwise, the Trustees are hereby authorized and empowered to sell any part of the Mortgaged Property located in the State of Texas at public sale to the highest bidder for cash at the door of the county courthouse of the county in Texas in which the Texas portion of the Mortgaged Property or any part thereof is situated, as herein described, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after advertising the time, place, and terms of said sale, and the portion of the Mortgaged Property to be sold, by posting (or by having some person or persons acting for the Trustees post) for at least twenty-one (21) days preceding the date of the sale, written or printed notice of the proposed sale at the courthouse door of said county in which the sale is to be made; and if such portion of the Mortgaged Property lies in more than one county, one such notice of sale shall be posted at the courthouse door of each county in which such part of the Mortgaged Property is situated and such part of the Mortgaged Property may be sold at the courthouse door of any one of such counties, and the notice so posted shall designate in which county such property shall be sold. In addition to such posting of notice, the Bank or other holder of the Indebtedness hereby secured shall, at least twenty-one (21) days preceding the date of sale, serve or cause to be served written notice of the proposed sale by certified mail on the Mortgagor and on each other debtor, if any, obligated to pay the Indebtedness hereby secured according to the records of the Bank. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper properly addressed to the Mortgagors and such other debtors at their most recent address or addresses as shown by the records of the Bank in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such a service was completed shall be prima facie evidence of the fact of service. The Mortgagors agree that no notice of any sale, other than as set out in this paragraph, need be given by the Trustees, the Bank or any other person. Each Mortgagor hereby designates as its respective address for the purpose of such notice, the address set out on the signature page hereof; and agrees that such address shall be changed only by depositing notice of such change enclosed in a postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the Bank or other holder of the Indebtedness secured hereby at the address for the Bank set out herein (or to such other address as the Bank or other holder of the Indebtedness secured hereby may have designated by notice given as above provided to the Mortgagors and such other debtors). Any such notice of change of address of the Mortgagors or other debtors or of the Bank or of other holder of the Indebtedness secured hereby shall be effective three (3) business days after such deposit if such post office or official depository is located in the State of Texas, otherwise to be effective upon receipt. The Mortgagors authorize and empower the Trustees to sell the Texas portion of the Mortgaged Property in lots or parcels or in its

entirety as the Trustees shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with evidence of general warranty by the Mortgagors, and the title of such purchaser or purchasers when so made by the Trustees, the Mortgagors bind themselves to warrant and forever defend. Where portions of the Mortgaged Property lie in different counties, sales in such counties may be conducted in any order that the Trustees may deem expedient; and one or more such sales may be conducted in the same month, or in successive or different months as the Trustees may deem expedient.

5.11 Operation of Mortgaged Property by the Trustees. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Trustees, the Trustees (or any person, firm or corporation designated by the Trustees) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagors, and the Mortgagors' agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagors shall be at the time entitled, to the extent permitted by applicable agreements then in effect which are binding on the Mortgagors, and in their place and stead. The Trustees, or any person, firm or corporation designated by the Trustees, may operate the same without any liability to the Mortgagors in connection with such operations, except to use ordinary care in the operation of such properties, and the Trustees or any person, firm or corporation designated by the Trustees, shall have the right to collect, receive and receipt for all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduct work-over operations, drill additional wells and to exercise every power, right and privilege of the Mortgagors with respect to the Mortgaged Property. When and if the expenses of such operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Indebtedness paid, said properties shall, if there has been no sale or foreclosure, be returned to the Mortgagors.

ARTICLE VI

Miscellaneous

6.1 Pooling and Unitization. The Mortgagors shall have the right, and are hereby authorized, to pool or unitize all or any part of any tract of land described in Exhibit A, insofar as it relates to the Mortgaged Property, with adjacent lands, leaseholds and other interests, when, in the reasonable judgment of the Mortgagors, it is necessary or advisable to do so in order to form a drilling unit to facilitate the orderly development of that part of the Mortgaged Property affected thereby, or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells or proration of the production therefrom; provided, however, that the Hydrocarbons produced from any unit so formed shall be allocated among the separately owned tracts or interests comprising the unit in proportion to the

respective surface areas thereof. Any unit so formed may relate to one or more zones or horizons and a unit formed for a particular zone or horizon need not conform in area to any other unit relating to a different zone or horizon, and a unit formed for the production of oil need not conform in area with any unit formed for the production of gas. Immediately after formation of any such unit, the Mortgagors shall furnish to the Trustees a true copy of the pooling agreement, declaration of pooling or other instrument creating such unit, in such number of counterparts as the Trustees may reasonably request. The interest in any such unit attributable to the Mortgaged Property (or any part thereof) included therein shall become a part of the Mortgaged Property and shall be subject to the lien hereof in the same manner and with the same effect as though such unit and the interest of the Mortgagors therein were specifically described in Exhibit A. The Mortgagors may enter into pooling or unitization agreements not hereinabove authorized only with the prior written consent of the Trustees.

6.2 Successor Trustees. Either Trustee may resign in writing addressed to the Bank or be removed at any time with or without cause by an instrument in writing duly executed by the Bank. In case of the death, resignation or removal of a Trustee, a successor Trustee may be appointed by the Bank by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement, without other formality than appointment and designation in writing. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee all the estate and title of the prior Trustee in all of the Mortgaged Property, and he shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustees shall be deemed to refer to the Trustees from time to time acting hereunder.

6.3 Advances by the Bank or Trustees. Each and every covenant herein contained shall be performed and kept by the Mortgagors solely at the Mortgagors' expense. If the Mortgagors shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Bank, or the Trustees or any receiver appointed hereunder, may, but shall not be obligated to, make advances to perform the same in the Mortgagors' behalf, and the Mortgagors hereby agree to repay such sums upon demand plus interest at the rate of 10% per annum or, in the event any promissory note evidences such indebtedness, upon the terms and conditions thereof. No such advance shall be deemed to relieve the Mortgagors from any default hereunder.

6.4 Defense of Claims. The Mortgagors will notify the Trustees, in writing, promptly of the commencement of any legal proceedings affecting the lien hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustees, as may be necessary to preserve the Mortgagors', the Trustees' and the

Bank's rights affected thereby; and should the Mortgagors fail or refuse to take any such action, the Trustees or the Bank may, upon giving prior written notice thereof to the Mortgagors, take such action in behalf and in the name of the Mortgagors and at the Mortgagors' expense. Moreover, the Bank or the Trustees on behalf of the Bank, may take such independent action in connection therewith as it or they may in its or their discretion deem proper, the Mortgagors hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at the rate of 10% per annum, will, on demand, be reimbursed to the Bank, the Trustees or any receiver appointed hereunder.

6.5 Mortgaged Property to Revert. If the Indebtedness shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagors and the entire estate, right, title and interest of the Trustees and the Bank shall thereupon cease; and the Trustees in such case shall, upon the request of the Mortgagors and at the Mortgagors' cost and expense, deliver to the Mortgagors, proper instruments acknowledging satisfaction of this instrument.

6.6 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property and the Bank may take or may now hold other security for the Indebtedness without notice to or consent of the Mortgagors. The Trustees or the Bank may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien upon the Mortgaged Property not expressly released until the Notes and all other Indebtedness secured hereby is fully paid.

6.7 Instrument an Assignment, etc. This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

6.8 Limitation on Interest. No provision of this instrument or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law or which is otherwise contrary to law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, the Mortgagors shall not be obligated to pay such excess.

6.9 Unenforceable or Inapplicable Provisions. If any provisions hereof or of the Notes is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Notes shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustees and the Bank in

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order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

6.10 Rights Cumulative. Each and every right, power and remedy herein given to the Trustees or the Bank shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustees, or the Bank, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustees or by the Bank in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.11 Waiver by Trustees. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Trustees by waived to such extent and in such manner as the Trustees may desire, but no such waiver shall ever affect or impair either the Trustees' or the Bank's rights or liens hereunder, except to the extent specifically stated in such written instrument.

6.12 Action by Individual Trustee. Each Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action and to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustees, and any action taken by either Trustee from time to time serving hereunder shall be binding upon the other Trustee and no person dealing with either Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee. In this instrument, the term "Trustee" shall mean the Trustees hereinabove named, or either of them, as the context requires, and any successor Trustees.

6.13 Successors and Assigns. This instrument is binding upon the Mortgagors, the Mortgagors' respective successors and assigns, and shall inure to the benefit of the Trustees, their successors, and the Bank, its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.14 Article and Section Headings. The article and section headings in this instrument are inserted for convenience and shall not be considered a part of this instrument or used in its interpretation.

6.15 Counterparts. This instrument may be executed in any number of counterparts, each of which shall for all

purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counterpart portions of Exhibit A hereto which describe properties situated in parishes or counties other than the parish or county in which such counterpart is to be recorded may have been omitted.

6.16 Special Filing as Financing Statement. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement, and the Mortgagors hereby grant to the Bank, its successors and assigns, a security interest in all personal property, fixtures, accounts, contract rights and general intangibles described or referred to in Granting Clauses (a) through (e) herein and all proceeds from the sale, lease or other disposition of the Mortgaged Property or any part thereof. This Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county in which the oil and gas leases described in Exhibit A hereto, or any part thereof, are situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties which are to be financed at the wellhead of the wells located on the real estate described in Exhibit A attached hereto (and accounts arising therefrom).

6.17 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagors shall be sufficiently given when mailed by first-class mail, addressed to the Mortgagors at the address shown below the signatures at the end of this instrument or to such different address as the Mortgagors shall have designated by written notice received by the Bank or the Trustees.

IN WITNESS WHEREOF, the Mortgagors have executed or caused to be executed this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement on the day, month and year first above written.

MORTGAGORS AND DEBTORS

MM&S PARTNERS

By _____
Robert L. Mehl,
Managing Partner

By _____
Jordan R. Smith,
Managing Partner

By _____
Patrick D. Maher,
Managing Partner

ENERGETICS, INC.

(SEAL)

By _____
President

ATTEST:

_____
Secretary

The address of the Mortgagors is:

102 Inverness Terrace East
Englewood, Colorado 80112

SECURED PARTIES

_____
R. H. Lucas, Trustee

_____
M. Grzelak, Trustee

The address of the Trustees is:

231 South LaSalle Street
Chicago, Illinois 60693
Attention: Oil and Gas Division

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By _____
Vice President

ATTEST:

_____
Banking Officer

The address of the Bank is:

231 South LaSalle Street
Chicago, Illinois 60693
Attention: Oil and Gas Division

WITNESSES:

_____

_____

This Instrument was Prepared By:

Peter M. Gaines, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BE IT REMEMBERED that I, Katherine L. Mazza, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 7th day of May, 1990, there appeared before me severally each of the following persons, each being either a Trustee or else the designated partner or officer of the partnership, corporation or association set opposite his name, and each such Trustee and partnership, corporation or association being a party to the foregoing instrument:

Robert L. Mohl, Jordan R. Smith and Patrick D. Mahr, the Managing Partners of MM&S Partners, a Colorado partnership, whose address is 102 Inverness Terrace East, Englewood, Colorado 80112;

_____, President and _____, Secretary, of Energetics, Inc., a Colorado corporation, whose address is 102 Inverness Terrace East, Englewood, Colorado 80112;

R. M. Lucas and M. Grzelak whose addresses are 231 South LaSalle Street, Chicago, Illinois 60693, as Trustees; and

_____, Vice President and _____, Banking Officer, of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, whose address is 231 South LaSalle Street, Chicago, Illinois 60693;

ALABAMA and MISSISSIPPI — Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such partners, officers or Trustees with full authority, executed the same voluntarily for and as the act of said partnership, corporation or association or said Trustees, as the case may be.

ARKANSAS and KANSAS — Before me on this day personally appeared the aforementioned persons, to me personally well known, who stated that they held the offices in the partnership, corporation or association set forth opposite their names above (or, in the case of the Trustees, were validly appointed Trustees) and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said partnership, corporation or association (or as Trustees, as the case may be), and

further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

OKLAHOMA

Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary act and deed and (except for the Trustees, who executed said instruments as Trustees) as the free and voluntary act and deed of the partnership, corporation or association set opposite his name (or of himself as Trustee, as the case may be) for the uses and purposes therein set forth.

LOUISIANA

On this date before me personally appeared each such person, to me personally known, each of whom being by me duly sworn, did say that he is the designated partner or officer of the partnership, corporation or association set opposite his name (or, in the case of the Trustees, that he is validly appointed Trustee), and that the instrument was signed on behalf of the partnership by authority of its partners and was signed on behalf of the corporation and association by authority of its Board of Directors, and each acknowledged the instrument to be the free act and deed of the partnership, corporation or association set opposite his name (or of himself as Trustee, as the case may be).

MONTANA
and
NORTH DAKOTA

Before me personally appeared each such person, each of whom is known to me to be the partner or officer of the partnership, corporation or association that executed the within instrument (or a Trustee, as the case may be), and acknowledged to me that such partnership, corporation or association (or Trustee, as the case may be) executed the same.

NEBRASKA
and
NEW MEXICO

The foregoing instrument was acknowledged before me by each such person on behalf of said partnership, corporation or association or as a Trustee, as the case may be.

TEXAS

Before me on this day personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated partner or officer of the partnership, corporation or association set opposite his name (or a Trustee, as the case

may be), and each acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act and deed of the partnership, corporation or association set opposite his name (or of himself as Trustee, as the case may be).

STATE OF

personally appeared before me each such person who, being by me duly sworn did say that they are the designated partners or officers of the partnership, corporation or association, or Trustees, as the case may be, and that said instrument was signed on behalf of said partnership, corporation or association by authority of its partners or its Board of Directors, or by such Trustees, as the case may be, and said persons acknowledged that said partnership, corporation or association, or Trustees, as the case may be, executed the same.

COUNTY OF

The foregoing instrument was acknowledged before me by the above individuals on this day.

Notary Public

My commission expires:

My commission Expires June 21st. 1983

EXHIBIT A
TO
Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated May 7, 1980, from MM&S PARTNERS and ENERGETICS, INC. to R.M. LUCAS and M. GRZELAK, as Trustees, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

List of Properties

LEASE NO	LESSOR	EXP. DATE	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	MM&S PARTNERS W.I.	MM&S PARTNERS N.R.I.
WY-265-1	U.S.A. (W-62508)	HBP Federal #10-29	Energetics, Inc.	T-27-N, R-111-W Sec. 29: NW¼ Sublette County, Wyoming	57	187	100%	16.8000	13.5240
WY-267-1	U.S.A. (W-63821)	HBP Federal #40-32	Energetics, Inc.	T-27-N, R-111-W Sec. 32: Lots 3(29.83) Lot 4(30.03), N½SE¼, NE¼ Sublette County, Wyoming	57	199	100%	16.8000	13.5240
WY-266-1	U.S.A. (W-62508)	HBP Federal #40-29	Energetics, Inc.	T-27-N, R-111-W Sec. 29: NW¼NE¼, S½NE¼, SE¼	57	187	100%	W.I. B.P.O. 16.8000	N.R.I. B.P.O. 13.5765
WY-266-2	U.S.A. (W-34033)	COM-AGR-NRM-1070	True Oil Co.	Sec. 29: NE¼NE¼ Sublette County, Wyoming	58	496	100%	W.I. A.P.O. 16.3800	N.R.I. A.P.O. 13.2699
WY-263-6	U.S.A. (W-54136)	HBP Federal #30-15	Northwest Exploration Co.	T-27-N, R-111-W Sec. 15: SW¼	-	-	100%	16.8000	12.9940
WY-263-2	U.S.A. (W-35399)		Energetics, Inc.	T-27-N, R-111-W Sec. 15: NW¼ Sublette County, Wyoming	-	-	100%	13.4400	10.8192
WY-5-1	U.S.A. (W-51347)	HBP Federal #10-5	True Oil Company	T-27-N, R-111-W Sec. 5: NW¼ Sublette County, Wyoming	-	-	100%	16.8000	13.3140	10.0000	8.0640

EXHIBIT A
TO
Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated May 7, 1980, from MM&S PARTNERS and ENERGETICS, INC. to R.M. LUCAS and M. GRZELAK, as Trustees, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

List of Properties

LEASE NO.	LESSOR	EXP. DATE	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	MM&S PARTNERS W. I.	MM&S PARTNERS N. R. I.
WY-265-1	U.S.A. (W-625(W))	HBP Federal #10-29	Energetics, Inc.	T-27-N, R-111-W Sec. 29: NW¼ Sublette County, Wyoming	57	187	100%	16.8000	13.5240
WY-267-1	U.S.A. (W-63821)	HBP Federal #40-32	Energetics, Inc.	T-27-N, R-111-W Sec. 32: Lots 3(29.83) Lot 4(30.03), N½SE¼, NE¼ Sublette County, Wyoming	57	199	100%	16.8000	13.5240
WY-266-1	U.S.A. (W-62500)	HBP Federal #40-29	Energetics, Inc.	T-27-N, R-111-W Sec. 29: NW¼NE¼, S½NE¼, SE¼ Sublette County, Wyoming	57	187	100%	W.I. B.P.O. 16.8000	N.R.I. B.P.O. 13.5765
WY-266-2	U.S.A. (W-14033)	COM-AGR-NRM-1078	True Oil Co.	Sec. 29: NE¼NE¼ Sublette County, Wyoming	58	496	100%	W.I. A.P.O. 16.3800	N.R.I. A.P.O. 13.2693
WY-264-6	U.S.A. (W-54136)	HBP Federal #30-15	Northwest Exploration Co.	T-27-N, R-111-W Sec. 15: SW¼	-	-	100%	16.8000	12.9990
WY-264-3	U.S.A. (W-35199)		Energetics, Inc.	T-27-N, R-111-W Sec. 15: NW¼ Sublette County, Wyoming	-	-	100%		
WY-268-1	U.S.A. (W-51347)	HBP Federal #10-5	True Oil Company	T-27-N, R-111-W Sec. 5: NW¼ Sublette County, Wyoming	-	-	100%	16.8000	13.3140	10.0800	8.0640

LEASE NO.	LESSOR	TYP DATE	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	ACRES			PARTNERS	
NE 27[illegible]	[illegible]	NRP Amendm #1	Energetics, Inc	T 15 N R 46 W Sec 36 SW, Cheyenne County, Nebraska	182	668	100%	0 2582			0 3376	
NE [illegible]	[illegible]	NRP Memo #26 12 Memo #22 13	Energetics, Inc	T 14 N R 46 W Sec 13 SW, Sec 13 NW, Deuel County, Nebraska	41	361	100%	0 F O N I 0 6661	0 F O R I 3 5660	0 F O R 0 0 0 2167	0 F O N I 0 6959	0 F O R I 5 2916
NE 27[illegible]	[illegible]	NRP Amendm #11 32	Energetics, Inc	T 15 N R 46 W Sec 35 NW, Gardno County, Nebraska	9	391						

LEASE NO	LESSOR	EXP. DATE	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	MMRS PARTNERS			
MS 271	B G Olive Jr.	HBP (Olive-Berry GU #1)	Callon Petroleum Co.	TION-R19W Sec. 28: All Simpson County, Mississippi	648	187	100%	B P O W I 8.2510	B P O N R I 6.1022	A P O W I 5.7771	A P O N R I 4.5067
	W E Blair	HBP	Marion Corporation	As Above	648	379	100%				
	L B Waters	HBP	Marion Corporation	As Above	648	381	100%				
	M W Barnes	HBP	Marion Corporation	As Above	648	383	100%				
	W.D. Barnes	HBP	Marion Corporation	As Above	648	489	100%				
	Bass Enterprises	HBP	Callon Petroleum Co.	As Above	664	497	100%				
	Bass Enterprises	HBP	Callon Petroleum Co.	As Above	676	161	100%				
	Ryan Oil Co.	HBP	Callon Petroleum Co.	As Above	664	405	100%				
	Gladys Andreae	HBP	Callon Petroleum Co.	As Above	664	557	100%				
	George L Magee	HBP	Callon Petroleum Co.	As Above	664	55	100%				
	H L Steffy	HBP	Lester C. Duckworth Co.	As Above	657	187	100%				
	H L Steffy	HBP	Lester C. Duckworth Co	As Above	664	335	100%				
	M E Benson	HBP	Lester C. Duckworth Co.	As Above	651	43	100%				
	M E. Benson	HBP	Lester C. Duckworth Co.	As Above	664	179	100%				
	E F Webb	HBP	Lester C. Duckworth Co.	As Above	664	185	100%				
	B J T Harrell	HBP	Lester C. Duckworth Co.	As Above	664	337	100%				
	A B Thurman Jr	HBP	Lester C. Duckworth Co.	As Above	664	331	100%				
	W H Thurman	HBP	Lester C. Duckworth Co	As Above	664	333	100%				
	G R Thurman	HBP	Lester C. Duckworth Co.	As Above	664	327	100%				
	A T May	HBP	Lester C. Duckworth Co.	As Above	664	183	100%				
	R T Gray	HBP	Lester C. Duckworth Co.	As Above	664	181	100%				
	V E Peacock by M E T Webb, Guardian	HBP	Lester C. Duckworth Co.	As Above	664	677	100%				
	H Sullivan Jr. et al	HBP	Callon Petroleum Co.	As Above	666	627	100%				
	W L T Berry	HBP	Marion Corporation	As Above	661	695	100%				
	R K. Berry	HBP	Marion Corporation	As Above	661	699	100%				
	E M Berry	HBP	Marion Corporation	As Above	661	697	100%				
	M H B Turner	HBP	Marion Corporation	As Above	666	553	100%				
	D A B McNair	HBP	Marion Corporation	As Above	666	389	100%				
	M F B Riley	HBP	Marion Corporation	As Above	666	391	100%				
	L C Gardner	HBP	Phillips Petroleum Co	As Above	488	551	100%				
	E G. Berry	HBP	Phillips Petroleum Co.	As Above	488	561	100%				
	O Gardner	HBP	Callon Petroleum Co.	As Above	595	141	100%				
	R T Gardner	HBP	Callon Petroleum Co.	As Above	595	143	100%				
	R. Ryan	HBP	The Cane Corporation	As Above	595	26	100%				
	G.I G Roy	HBP	The Cane Corporation	As Above	584	341	100%				
	G W Shivers	HBP	A M Tatum	As Above	584	71	100%				
	G Andreae et al	HBP	The Cane Corporation	As Above	595	16	100%				
	M O Berry	HBP	Callon Petroleum Co.	As Above	595	23	100%				
	L B Tittle et vir	HBP	Lester L. Duckworth Co	As Above	661	621	100%				
	S R Berry	HBP	Lester C. Duckworth Co.	As Above	661	611	100%				
	B M Berry	HBP	Lester C. Duckworth Co	As Above	661	623	100%				
	A G Sutton	HBP	Lester C. Duckworth Co.	As Above	664	1	100%				
	B L Sutton	HBP	Lester C. Duckworth Co	As Above	664		100%				
			Callon Petroleum Co	As Above	678	47	100%				

LEASE NO.	LESSOR	EXP. DATE	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	M&S PARTNERS B.P.O. W.I.	B.P.O. N.R.I.	A.P.O. W.I.	A.P.O. N.R.I.
MS - 278	Crown Zellerbach	HBP (Thurman-Magee GU #1)		T1ON - R19W Sec. 27: All Simpson County, Mississippi							
	N.L. Wadsworth, Trust	HBP	Lester C. Duckworth	As Above	673	669	100%	7.8975*	5.8441*	6.8526*	5.0709*
	Michigan Ranger Oil Co.	HBP	McGowen Oil & Gas	As Above	664	415	100%				
	W. Thompson	HBP	Callon Petroleum Co.	As above	664	401	100%				
	L.B. Thompson	HBP	Callon Petroleum Co.	As above	664	391	100%				
	Federal Land Bank	HBP	Dee Jay Co.	As Above	651	345	100%				
	Federal Land Bank	HBP	Forest Oil Co.	As Above	670	287	100%				
	J.W. Duckworth et ux	HBP	H.M. Tatum Jr.	As Above	584	117	100%				
	R.B. Shofner	HBP	H.M. Tatum Jr.	As Above	584	95	100%				
	B.R. Duckworth	HBP	H.M. Tatum Jr.	As Above	584	83	100%				
	L.C. Duckworth	HBP	H.M. Tatum Jr.	As Above	584	125	100%				
	R.B.H. Parker	HBP	H.M. Tatum Jr.	As Above	584	128	100%				
	J. Poloncbak	HBP	H.M. Tatum Jr.	As Above	584	157	100%				
	C.J. Griffith	HBP	Callon Petroleum Co.	As Above	640	569	100%				
	Ryan Oil Company	HBP	Callon Petroleum Co.	As Above	664	205	100%				
	G. Andreae et al	HBP	Callon Petroleum Co.	As Above	664	557	100%				
	M.B. Sullivan et al	HBP	Callon Petroleum Co.	As Above	667	627	100%				
	S.L. Magee	HBP	Callon Petroleum Co.	As Above	664	53	100%				
	M.E.T. Webb, Guardian	HBP	Lester C. Duckworth Co.	As Above	664	677	100%				
	M.T. Benson	HBP	Lester C. Duckworth Co.	As Above	651	43	100%				
	M.T. Benson	HBP	Lester C. Duckworth Co.	As Above	664	179	100%				
	H.L. Steffey	HBP	Lester C. Duckworth Co.	As Above	664	335	100%				
	H.L. Steffey	HBP	Lester C. Duckworth Co.	As Above	657	187	100%				
	R.T. Gray	HBP	Lester C. Duckworth Co.	As Above	664	181	100%				
	A.F. May	HBP	Lester C. Duckworth Co.	As Above	664	183	100%				
	M.E.T. Webb	HBP	Lester C. Duckworth Co.	As Above	664	185	100%				
	G. Thurman	HBP	Lester C. Duckworth Co.	As Above	664	187	100%				
	A.B. Thurman Jr.	HBP	Lester C. Duckworth Co.	As Above	664	331	100%				
	W.H. Hardy	HBP	Lester C. Duckworth Co.	As Above	664	333	100%				
	B.J.T. Harrell	HBP	Lester C. Duckworth Co.	As Above	664	337	100%				

* These percentages are estimated as the Division order is being prepared

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STATE OF WYOMING
FHA Form 3 196 m
(Rev. June 1972)

This mortgage is insured under the Mutual Mortgage Insurance Fund pursuant to the National Housing Act

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That [illegible] and [illegible]

hereinafter designated as Mortgagor of [illegible] County of [illegible] State of [illegible] to secure the payment of the principal sum of [illegible] Dollars ($[illegible]) with interest at the rate of [illegible] per centum ([illegible]%) per annum as evidenced by a promissory note of even date herewith, to the order of [illegible], a corporation organized and existing under the laws of [illegible] hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of [illegible] Dollars ($[illegible]) commencing on the first day of [illegible] 19[illegible], and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June 2001. The Mortgagor hereby mortgages to said Mortgagee the following-described real estate, situated in [illegible] County, State of Wyoming, to wit:

A part of the NE1/4SE1/4 and SE1/4SE1/4, Section 20, Township 29 North, Range 118 West of the 6th P.M., Sublette County, Wyoming described as follows: Beginning at a point N 80°33'E., 332.91 feet, from the S 1/4 corner of the said SE1/4SE1/4 where is found a quartzite stone 18x11x5 ft. marked + 1/16 on it, S. S. E. I.; thence S. 71°06'E., 165.02 ft. to an intersection with the northeasterly right of way line of Highway 189, N. 31°56'E., 139.5 ft. from a 6"x6" concrete post with brass marker inscribed "STATE HIGHWAY DEPT. EAP NO. 76R Sta. 125+75.7 Lt., 6771.07' P.O.S. MARKER"; thence N 31°56'E., 551.92 ft. along said right of way line to a point; thence N 66°30'E., 329.18 ft. to a point; thence S 7°03'E., 186.36 ft. to the point of beginning.

179967

RECORDED June 5 19 82 at 3:00 PM
IN BOOK 22 Misc PAGE 668
FEES $ 5.00 Lien & Release
SUBLETTE COUNTY CLERK, WYOMING
by Dorothy M. Wallace

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the 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 hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured or one month's charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to said date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and in accordance with the regulations thereunder; or

(ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one twelfth (1/12) of one half (1/2) per centum of the average outstanding balance due on the note computed by the Lasting rate account delinquencies or prepayments.

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on [illegible] covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby, all as estimated by the Mortgagee, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to [illegible] to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

[redacted] [redacted] [redacted]

[illegible] Mortgagor shall [illegible] the [illegible] payments to be made under the [illegible] Note [illegible] [illegible] and the Mortgagor shall [illegible] the Mortgagee each month a single payment to be applied by the Mortgagee to the following items in the order set forth:

I. Premium charges under the contract of insurance with the Secretary of Housing and Urban Development or monthly charge (in lieu of mortgage insurance premium) as the case may be;

II. General taxes, special assessments, [illegible] and other [illegible];

III. Interest on the [illegible];

IV. Amortization of the principal [illegible].

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed [illegible] cents ([illegible]¢) for each dollar [illegible] for each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and said property shall be continuously maintained in good and sightly order (repair and condition) by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. Powers for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its 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.

7. That in case the 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, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the rate set forth in the note secured hereby until repaid, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

8. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

9. That if the premises or any part thereof, be condemned under any power of eminent domain or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within [illegible] from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the [illegible] time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in 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 Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note 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, and it shall be lawful for the 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 above described premises, at public vendue, for cash, 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 the Mortgagee pursuant to the provisions of paragraph 7 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 Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its 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.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee 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 Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled 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 Mortgagor, 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 expense, 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 Mortgagor's 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.

13. That 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.

And the said [illegible] wife of the said [illegible] upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set [illegible] hand(s) this 22nd day of June, 19 80

In the presence of --

[illegible]

[illegible]

[illegible]

THE STATE OF WYOMING)
) ss.
COUNTY OF [illegible])

On this 22nd day of [illegible], 19[illegible], before me personally appeared [illegible] to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 22nd day of June, A.D. 19[illegible].

SEAL

Edwin R. Adams - Notary Public
County of Sublette
State of Wyoming
My Commission Expires July 28, 1980

My commission expires [illegible]

Edwin R. Adams
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF)

This instrument was filed for record at o'clock M.,
on the day of , A.D. 19 , and duly recorded in
Book on Page

County Clerk and ex officio Register of Deeds

Fees $

By
Deputy

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the WALLACE AND VOLK, INC., a corporation organized and existing under Laramie County, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Melvon L. Nead and Connie R. Nead, husband and wife

and appears recorded in book 32 of mortgages, beginning on page 668 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

That part of the NE1/4SE1/4 and SE1/4SE1/4, Section 20, Township 29 North Range 111 West of the 6th P.M., Sublette County, Wyoming described as follows:

Beginning at a point N. 89°33'W., 332.91 feet, from the SE corner of the said SE1/4SE1/4 where is found a quartzite stone 18x11x5 in. marked S 1/16 on W. S
Thence S 71°56'W., 163.02 ft. to an intersection with the northeasterly right of way line of Highway 189, N.34°56'W., 139.5 ft. from a 6"x6" concrete with brass marker inscribed "STATE HIGHWAY DEPT FAP NO. 26R Sta. 125+73.7 Lt. 107' R.O. W. MARKER";
Thence N 34°56'W., 391.92 ft. along said right of way line to a point;
Thence N 60°30' E., 529.18 ft. to a point;
Thence S 25°03' E., 486.36 ft. to the point of beginning.

together with the note or notes secured thereby, to the WYOMING COMMUNITY DEVELOPMENT AUTHORITY

its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 2nd day of June, 19 80.

WALLACE AND VOLK, INC.

JOHN F. VOLK Secretary

By _____

Attest: First Vice President
Title

179968

RECORDED June 3, 1980 at 3:45 P.M.
IN BOOK 32 Mtg PAGE 671
FEES $7.00 Lawn Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy M Stine

STATE OF Wyoming
COUNTY OF Laramie } ss.

The foregoing instrument was acknowledged before me by James D. Volk and John F. Volk

this 2nd day of June, 19 80

Witness my hand and official seal.

My Commission expires:

Notary Public
STATE OF WYOMING
My Commission Expires July 29, 1982

Title of Officer

672

Misc. Bk 12 Pg 663

MORTGAGE DEED—FORM NO 4

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM H. ERNST and ELLOUISE K. ERNST, husband and wife,
1204 W. Woodside Drive

mortgagor S, of Dunlap, Peoria County, State of Illinois, to secure the payment of
Twenty Thousand and No/100 - -($20,000.00) - - - - Dollars, due 5/15/85
with interest from 5/27/80 at the rate of twenty (20%) per cent per annum, payable annually
evidenced by one promissory note, of even date herewith, payable in 5 annual payments
of $4,000.00 plus interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real

estate situate in the County of Sublette in the State of Wyoming, to-wit:

Lot 15 of Boulder Lake Country Estates, Amended Fourth Filing, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

179972

RECORDED May 2 1980 11:22 AM
IN BOOK 2-P Misc PAGE 672
FEES $ 5.00 Barbara Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Release To First National

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a company or companies satisfactory to the mortgagee, in an insurable amount of not less than Insurable amount Dollars during the life of this mortgage, or for such further amount and payable to the mortgagee, and in case the mortgagor S shall fail to pay said taxes and assessments or to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and secured as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 1st day of May A.D. 19 80.

In the presence of

William H. Ernst

Elloulse K. Ernst

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me by William H. Frost and Louise K. Frost

this 1st day of May 19 73

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
County of) ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By
Deputy Clerk

No. Fees, $

473

674

Book 22 Page 37

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of TWENTY THOUSAND DOLLARS ($20,000), due on or before November 15, 1981, with interest from June 1, 1980, at the rate of TEN PER CENT (10%) PER ANNUM, payable at maturity, evidenced by one promissory note, of even date herewith, DO HEREBY MORTGAGE to JAMES RANCHES, INC., a Wyoming corporation, mortgagee, whose address is Daniel, Wyoming 83115, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Township 34 North, Range 112 West of the 6th P.M.

Section 18 - E/2 E/2

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto,

BUT SUBJECT NEVERTHELESS TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use for telephone lines, electric transmission lines, roads and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN _____ DOLLARS ($_____) during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and

RECORDED [illegible] 19 [illegible] AM
IN BOOK 32 Misc PAGE 674
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Dorothy Whitson

pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

DATED this 2nd day of June, 1980.

V. L. LOONEY

PATRICIA E. LOONEY

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, this 2nd day of June, 1980.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires:

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

COUNTY CLERK
WYOMING

SUPPLEMENTAL DEED OF TRUST, MORTGAGE, PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT

This Supplemental Deed of Trust, Mortgage, Pledge, Assignment and Security Agreement ("Supplemental Mortgage"), dated as of the 13th day of March, 1980, from Howell Petroleum Corporation, a Delaware corporation ("HPC"); Howell Oil & Gas, Inc., a Texas corporation ("HOGI"); Petro-Search, Inc., a Delaware corporation ("PSI"); Petro-Search Exploration Corporation, a Delaware corporation ("PSEC"); Petro-Search Nominee Partnership Co., a Colorado partnership ("PSNPC") (each of which is herein called a "Mortgagor" and all of which are collectively called the "Mortgagors"), to Gary K. Wright of Harris County, Texas (hereinafter called "Trustee") as Trustee for the benefit of Texas Commerce Bank National Association, a national banking association with its principal office and place of business in Houston, Harris County, Texas (hereinafter called "Mortgagee") and the Mortgagee,

W I T N E S S E T H:

WHEREAS, effective as of February 29, 1980, Mortgagors executed and delivered to Trustee and to Mortgagee that certain Deed of Trust, Mortgage, Pledge, Assignment and Security Agreement (the "Mortgage"), covering the properties described therein (the "Properties"), and executed and delivered financing statements under the Uniform Commercial Code, all to secure the payment of that certain promissory note of HPC of even date therewith as described therein in the original principal amount of $21,000,000.00, payable to the order of Mortgagee (the "HPC Note"); and

WHEREAS, by Assignment of Note and Liens dated March 13, 1980, First City National Bank of Houston ("First City") transferred, assigned, granted and conveyed to Mortgagee

179579

that certain promissory note (the "Mellon Note"), dated as of November 1, 1979, in the original principal amount of $10,000,000.00, executed and delivered by Mellon Energy Company ("Mellon"), payable to the order of First City, together with all liens, security interests, rights, titles, powers, privileges, benefits, claims and demands securing the payment of the same;

WHEREAS, HPC by Ratification, Assumption and Modification Agreement dated as of March 10, 1980, assumed (along with Mellon) all of the obligations of Mellon under the Mellon Note, and the Mellon Note was modified and amended, all as more particularly therein set forth;

WHEREAS, Mortgagors desire to supplement the Mortgage to provide expressly that such Mortgage shall secure and is extended to secure the indebtedness represented by the Mellon Note, as assumed by HPC;

1.

NOW, THEREFORE, Mortgagors, for and in consideration of the debts and trust herein described, do Grant, Bargain, Sell, Convey, Transfer, Assign, Set Over, Confirm and Deliver unto Trustee, and to his successors in the trust created by the Mortgage as supplemented and amended hereby, and unto his or their assigns and the heirs of such assigns, forever, all and singular all of the real and personal property of every kind and character described in or otherwise covered by, the Mortgage (the "Mortgaged Properties"), upon and subject to all of the same terms, covenants, conditions and limitations set forth in the Mortgage as amended and supplemented hereby, to the same extent and with like effect as if each item of such property described therein had been repeated and redescribed at length herein.

TO HAVE AND TO HOLD the same, together with all and singular rights, privileges, hereditaments and appurtenances, now or hereafter acquired, pertaining in anywise to any

estate in land included in such property, and all different and additional rights of any nature, now or hereafter acquired, of value or convenience in the enjoyment, development, operation or protection, in anywise, of such estate, and all revenues and other benefits arising from any contract included in such property.

This conveyance is made in trust, however, to secure payment of the following:

(a) The Mellon Note, together with any and all promissory notes given in substitution therefor or in extension, renewal or modification thereof, in whole or in part; and

(b) All other instruments secured by any instrument securing the Mellon Note,

all to the same extent and with like effect as if all of the indebtedness described herein had been specifically included in the description of the indebtedness secured by the Mortgage, but otherwise upon and subject to all of the terms, conditions, covenants and other provisions of the Mortgage, all of the terms, conditions, covenants and other provisions of the Mortgage being hereby incorporated herein by reference as fully and completely as if repeated and set forth herein at length; and Mortgagors in this connection further specifically transfer, assign, grant and convey unto Mortgagee, and its successors in interest, all oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced from or attributable to the Mortgaged Properties all in accordance with and subject to the provisions set out in Article III of the Mortgage; and further in this connection, Mortgagors, as Debtors, expressly Grant unto the holder of the above-described indebtedness, as Secured Party, a security interest in all of the Mortgaged Properties (including both those now and those hereafter existing) to the full extent that said properties may be subject to the Uniform Commercial Code of the state or states where said properties are situated, with the security interest granted hereby also

covering and including all general intangibles with respect to said properties and all products and proceeds of said properties, all in accordance with and subject to the further provisions set out in Articles III and VII of the Mortgage.

2.

Without limiting the generality of the foregoing, each Mortgagor covenants that it has in its own right a good and marketable title to each item of the Mortgaged Properties represented to be owned by it, free from encumbrances superior to the debt hereby secured, and has full right to make this conveyance; and Mortgagors hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the Mortgaged Properties unto Trustee, and unto his successors in this trust, and unto his or their assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

3.

With respect to any and all of the properties described above which consist of goods, accounts, contract rights, equipment, inventory, fixtures and general intangibles, including the proceeds and products from such personal property (herein sometimes called the "Collateral"), the Mortgagee is hereby granted a security interest therein and, in addition to and cumulative of any other remedies granted to the Mortgagee in the Mortgage as supplemented and amended hereby, upon the occurrence of an event of default under the Mortgage as amended and supplemented hereby, the Mortgagee may thereupon, or at any time thereafter while such default is continuing, proceed as to all or any of the Collateral under the Uniform Commercial Code in effect in the state whose law is applicable (hereinafter referred to as the "applicable Uniform Commercial Code") and shall have and may exercise with respect to the Collateral, or any part or parts thereof, the rights, remedies and powers of a secured party

under the applicable Uniform Commercial Code (including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral, or any part or parts thereof, in any manner authorized or permitted under the applicable Uniform Commercial Code) and in connection with, and in addition to, or in substitution for those rights and remedies, the rights described in Article VII of the Mortgage.

4.

For the collection of the obligations described in Paragraph 1, above, Mortgagee may, if it elects and notwithstanding any contrary provisions of this supplemental instrument, rely upon and enforce the Mortgage, and the same is hereby extended and kept alive for such purpose.

5.

Neither any other or additional security heretofore taken or now existing, nor concurrently taken herewith, nor hereafter taken to secure the payment of any indebtedness owed by any Mortgagor to Mortgagee, shall be impaired or affected in any manner by the execution of this instrument and all of said additional security shall be considered and held as cumulative and shall not in anywise release, diminish or impair any of the rights and security hereby granted.

6.

This instrument is a supplemental deed of trust and mortgage of both real and personal property, a supplemental security agreement and a supplemental assignment, and also covers proceeds and fixtures. This Supplemental Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all of the fixtures included within the properties described above, and is to be filed for record in the Office of the County Clerks where such properties (including said fixtures) are situated. This Supplemental Mortgage shall also be effective as a financing statement

covering minerals or the like (including oil and gas) and accounts subject to the Uniform Commercial Code with respect to all such items included within the properties described above, and where so permitted or required, is to be filed for record in the Office of the County Clerk where the above described properties are situated. The mailing address of each Mortgagor is set forth opposite its signature to this Supplemental Mortgage and the address of the Noteholder from which information concerning the security interest may be obtained is the address of Mortgagee set forth at the end of this Supplemental Mortgage.

7.

This Supplemental Mortgage has been executed in numerous counterparts, all of which shall constitute one and the same instrument and all of which are identical except that for the convenience of County Clerks and Recorders in the States of Oklahoma and Wyoming in indexing this Supplemental Mortgage, there is attached as Appendix I to certain counterparts of this instrument to be filed for recording in those states a description of the Mortgaged Properties located in the particular county in which such counterpart is recorded.

8.

The Effective Date of this Supplemental Mortgage shall be 7 o'clock A.M. local time on March 1, 1980 at the location of the Mortgaged Properties, respectively.

9.

If any provision hereof or of any Note is invalid and unenforceable in any jurisdiction, the other provisions hereof or of such Note shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Mortgagee in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written in several counterparts, all and any of which shall be treated for all purposes as one original and shall constitute and be one and the same instrument.

711 Polk, Suite 1200
Houston, Texas 77002

HOWELL PETROLEUM CORPORATION

By: _____
Sidney E. Jones, Jr., President

ATTEST:

_____
Louise A. Glenn, Assistant Secretary

711 Polk, Suite 1200
Houston, Texas 77002

HOWELL OIL & GAS, INC.

By: _____
Sidney E. Jones, Jr., President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH, INC.

By: _____
J. Darby Sere, Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH EXPLORATION CORPORATION

By: _____
J. Darby Sere, Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH NOMINEE PARTNERSHIP CO.

By: PETRO-SEARCH, INC.,
General Partner

By: _____
J. Darby Sere,
Vice President

ATTEST:

_____
Louise A. Glenn, Secretary

By: HOWELL PETROLEUM
CORPORATION,
General Partner

By: _____
Sidney F. Jones, Jr.,
President

ATTEST:

_____
Louise A. Glenn, Assistant Secretary

By: HOWELL OIL & GAS, INC.,
General Partner

By: _____
Sidney F. Jones, Jr.,
President

ATTEST:

_____
Louise A. Glenn, Secretary

"MORTGAGEE"

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: _____
Gary K. Wright,
Senior Vice President

712 Main Street
Houston, Texas 77002

"TRUSTEE"

_____
GARY K. WRIGHT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sidney F. Jones, Jr., President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 14th day of April, 1980.

(SEAL)

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas
CAROLYN MITSAKIS
Notary Public, State of Texas
My Commission Expires [illegible]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sidney F. Jones, Jr., President of HOWELL OIL & GAS, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

(SEAL)

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas
CAROLYN MITSAKIS
Notary Public, State of Texas
My Commission Expires [illegible]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Sere, Vice President of PETRO-SEARCH, INC., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

(SEAL)

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas
CAROLYN MITSAKIS
Notary Public, State of Texas
My Commission Expires [illegible]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Sere, Vice President of PETRO-SEARCH EXPLORATION CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas

(SEAL)

CAROLYN MITSAKIS
Notary Public State of Texas
My Commission Expires February 4, 1984

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Darby Sere, Vice President of PETRO-SEARCH, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said PETRO-SEARCH, INC., a corporation, and as the act and deed of the said corporation in its capacity as a general partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO., a Colorado partnership.

GIVEN under my hand and seal of office, this the 14th day of April, 1980.

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary K. Wright, Senior Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said association, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 11th day of April, 1980.

(SEAL)

Notary Public in and for
Harris County, Texas

10 [illegible]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary K. Wright, Trustee for Texas Commerce Bank National Association, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 15th day of April, 1980.

(SEAL)

Notary Public in and for
Harris County Texas

My commission expires November 30, 19[illegible]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§ ss.:
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, CAROLYN MITSAKIS, a Notary Public duly qualified, commissioned, sworn and acting in the County and State aforesaid and residing in Houston, Harris County, Texas, hereby certify that, on this 14th day of April, 1980:

There personally appeared before me SIDNEY F. JONES, JR., President of HOWELL PETROLEUM CORPORATION, President of HOWELL OIL & GAS, INC., President of HOWELL PETROLEUM CORPORATION, General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO. and President of HOWELL OIL & GAS, INC., General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO.,; J. DARBY SERE, Vice President of PETRO-SEARCH, INC., Vice President of PETRO-SEARCH EXPLORATION COMPANY and Vice President of PETRO-SEARCH, INC., General Partner of PETRO-SEARCH NOMINEE PARTNERSHIP CO., each known to me to be such officer, each such corporation and PETRO-SEARCH NOMINEE PARTNERSHIP CO. being a party to the foregoing instrument:

(MISSISSIPPI) Personally appeared before me the above named persons who acknowledged that they signed, executed and delivered the foregoing instrument this day in their capacities as officers of the respective corporations, for and on behalf of each said corporation, being duly authorized so to do by the Board of Directors of each said corporation.

(OKLAHOMA) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of each such corporation to the foregoing instrument as the designated officer of each such corporation and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

(WYOMING) The foregoing instrument was acknowledged before me by said officers on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Houston, County of Harris. State of Texas, on the date first above mentioned.

Carolyn Mitsakis
Notary Public in and for
Harris County, Texas
CAROLYN MITSAKIS
Notary Public State of Texas
My Commission Expires February 4, 1984

(SEAL)

This instrument was prepared by:

R. S. Pieringer
Liddell, Sapp, Zivley, Brown & LaBoon
500 Gulf Building
Houston, Texas 77002

Howell Oil & Gas, Inc.
Petro-Search Nominee Partnership Co.
Petro-Search, Inc.
Petro-Search Exploration Corporation
Howell Petroleum Corporation

Deed of Trust, Mortgage, Pledge Assignment
and Security Agreement

State	County	Date	Records
Oklahoma	Haskell	3/24/80	D/T Bk.361, P.576 File # _____
Mississippi	Clarke	3/14/80	D/T Bk. D/T 104, P.324
Texas	Carson	3/12/80	D/T Vol.80, P.357 File #322
	Gray	3/12/80	D/T Vol.222, P.204, File #53027
	Hansford	3/12/80	D/T Vol.87, P.253 File #19771
	Hutchinson	3/12/80	D/T Vol.155, P.78 File #192622
	Leon	3/11/80	D/T File #136626
	Madison	3/29/80	D/T Vol.48, P.606 File #71199
	Palo Pinto	3/12/80	D/T File #1361
	Shackelford	3/12/80	D/T Vol.80, P.17 File #800353
	Taylor	3/12/80	D/T Vol. 554, P.569 File #4061
	Victoria	3/11/80	D/T Vol.1049, P.626 File #2088
	Wilson	3/12/80	D/T Vol.533, P.882 File #25249
Wyoming	Campbell	3/12/80	D/T Bk. 505, Photos, P.108
	Johnson	3/12/80	D/T Bk.158, P.185 File #54658
	Natrona	3/13/80	File #286212
	Sublette	3/27/80	D/T Bk.32MTg. P.482 File #179255
	Sweetwater	3/12/80	D/T Vol.709, P.1526 File #815995

690 Rel'd this Bk 10 pg 663

MORTGAGE DEED--FORM NO 4½ THE MILLS COMPANY, SHERIDAN 141302

Rel'd this Bk 11 pg 291

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MICHAEL R. NYSTROM and PATRICIA S. NYSTROM, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Three Hundred Twenty Thousand and No/100 - - - - - Dollars, due 11/20/80 with interest from date at the rate of New York/prime per cent per annum, payable at maturity evidenced by one promissory note, of even date herewith,

do hereby mortgage to First Wyoming Bank, N. A., Kemmerer mortgagee, whose address is Kemmerer, Wyoming 83101 P. O. Box 111

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming

Section 19: Lots 2, 3 and 4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$;

Township 35 North, Range 111 West of the 6th P.M., Sublette County, Wyoming

Section 13: $SW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$;
Section 14: $S\frac{1}{2}S\frac{1}{2}$;
Section 22: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$ EXCEPT that part of the $NW\frac{1}{4}NW\frac{1}{4}$ described in that certain Warranty Deed from Ralph Eugene Pfisterer and Ellanora M. Pfisterer, husband and wife, to the State Highway Commission of Wyoming, recorded July 11, 1972 in Book 15 of Deeds, page 564; $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ EXCEPT that part of the $NE\frac{1}{4}SE\frac{1}{4}$ described in that certain Agreement for Warranty Deed executed by and between Ellanora M. Pfisterer, a single woman, as Vendor, and Kent Snideeor and Cheryl Snideeor, husband and wife, as Vendees, recorded October 2, 197[illegible], in Book 34 of Misc., page 5[illegible];
Section 23: $N\frac{1}{2}N\frac{1}{2}$;
Section 24: $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $NW\frac{1}{4}$, $SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ and a tract of land in the $SW\frac{1}{4}SW\frac{1}{4}$ described as lying north and east of, and adjacent to a diagonal line drawn from the Northwest corner to the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$.

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 2nd day of June A. D. 19 80.

In the presence of

179[illegible]

Michael R. Nystrom

Patricia S. Nystrom

RECORDED: June 5 19 80 2:20 P M
BOOK 342 Misc PAGE 690
FEE: $6.00 Lucy J. Yoder COUNTY CLERK
SUBLETTE COUNTY, KEMMERER, WYOMING

State of Wyoming }
County of Lincoln } ss.

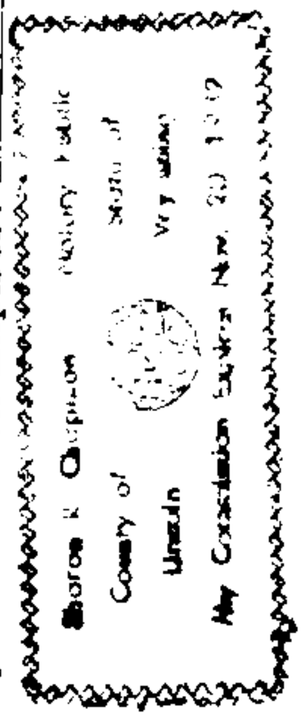
The foregoing instrument was acknowledged before me by Michael R. Nystrom and Patricia S. Nystrom

this 2nd day of June, 1970.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: November 20, 1982



MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ... } ss.

This instrument was filed for record at ..

o'clock .. M., on the ....

day of .... A. D. 19....

and duly recorded in Book ....

on Page ....

County Clerk and Ex-Officio Register of Deeds.

By ....
Deputy Clerk

No. .... Fees, $ ....

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE MILLS [redacted] DENVER 1-81302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT E. DRAPER and LAWANNA V. DRAPER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of THIRTY-TWO THOUSAND and No/100 - ($32,000.00) - - - Dollars, due On Demand with interest from 6/3/80 at the rate of eighteen (18%) per cent per annum, payable semi-annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Four (4), Hines Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements, all water and water rights, ditch and ditch rights, reservoir and reservoir rights, and all appurtenances thereunto appertaining.
SUBJECT TO restrictions and covenants running with the land on the Hines Addition to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk on June 29, 1978, in Book 34 of Miscellaneous and to Amended Restrictions and Covenants running with the land on the Hines Addition to the Town of Pinedale, Wyo. recorded in the office of the County Clerk on Aug. 15, 1978, in Book 34 of Miscellaneous, page 320; and
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

180007

RECORDED June 6, 1980 1:31 noon M.
IN BOOK 32 Misc PAGE 692
FEES $6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 3rd day of June A. D. 1980.

In the presence of

Robert E. Draper

Lawanna V. Draper

Misc 1310 page 1146

T.S.

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT E. DRAPER and LAWANNA V. DRAPER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of THIRTY-TWO THOUSAND and No/100 - ($32,000.00) - - - Dollars, due On Demand with interest from 6/3/80 at the rate of eighteen (18%) per cent per annum, payable semi-annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P. O. Box 519
Pinedale, Wyoming 82941

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Four (4), Hines Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements, all water and water rights, ditch and ditch rights, reservoir and reservoir rights, and all appurtenances thereunto appertaining.
SUBJECT TO restrictions and covenants running with the land on the Hines Addition to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk on June 29, 1978, in Book 34 of Miscellaneous and to Amended Restrictions and Covenants running with the land on the Hines Addition to the Town of Pinedale, Wyo. recorded in the office of the County Clerk on Aug. 15, 1978, in Book 34 of Miscellaneous, page 320; and
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

180307

RECORDED June 6, 1980 1:31 P.M.
IN BOOK 32 Misc PAGE 692
FEES $6.00 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 3rd day of June A. D. 19 80.

In the presence of

Robert E. Draper

Lawanna V. Draper

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert E. Draper and _____,
Lawanna V. Draper _____, _____,
this 3rd day of June, 1980.

Witness my hand and official seal.

_____
Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

This instrument was filed for record at

o'clock M., on the _____ A. D. 19 _____

day of _____

and duly recorded in Book _____

on Page _____.

_____
County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy Clerk

No. _____ Fees, $ _____

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM H. JACKSON and BARBARA J. JACKSON, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Thirty Thousand and no/100---------- Dollars, due S/P

with interest from date at the rate of 18 per cent per annum, payable S/P annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land lying in the S½SE¼, Section 23, and in the N½NE¼, Section 26, Township 33 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, described as follows:

Beginning at a point on the South line of Section 23, T.33N.,R,109W, said point lies S89°59'W, at a distance of 660 feet from the Southeast corner of said Section 23, said point also being a corner of the Paul C. Hagenstein tract;

Thence S 35°04'W, for a distance of 110.5 feet, more or less, to a point on the northerly right-of-way line of U.S. 187;

Thence N55°16'W, along the northerly right-of-way line for a distance of 600 feet;

Thence N35°04'E, a distance of 318.8 feet, more or less, to a point on the Southwesterly boundary of the Hagenstein tract;

Thence S36°07'E, along the Southwesterly boundary of the Hagenstein tract for a distance of 635.2 feet, more or less, to the point of beginning.

Together with and including all improvements situated thereon or hereafter situated thereon and the appurtenances and hereditaments thereunto belonging. -continued- see attached

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $30,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 21st day of May A. D. 19 80.

In the presence of

150017

William H. Jackson

Barbara J. Jackson

RECORDED June 6 1980 3:30 P M

IN BOOK 32 Mtg PAGE 694

FEES $8.00 Lora J. Yake COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M. Thune

694

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William H. Jackson, Barbara J. Jackson,

this 21st day of May, 1980.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: Sept 1st, 1981

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19

and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

-CONTINUED-

Beginning at a point on the southwesterly boundary of the Paul C. Hagenstein tract which is located S. 89°59'W., a distance of 660.0 feet, and N. 36°07'W. a distance of 635.2 feet from the southeast corner of Section 23, T. 33 N., R. 109 W., and which point is also the most northerly corner of the Ray Brazell tract;

Thence S. 35°04'W. along the westerly boundary of said Brazell tract a distance of 318.8 feet to a point on the northerly right-of-way line of U. S. Highway 187;

Thence N. 57°56'W. along said right-of-way line a distance of 805.89 feet;
Thence N. 35°04'E. a distance of 977.98 feet to a point of the west boundary of said Hagenstein tract;

Thence S. 0°04'W. along said boundary line a distance of 616.54 feet;
Thence S. 36°07'E., continuing along said Hagenstein boundary a distance of 477.9 feet to the point of beginning.

TOGETHER WITH ALL improvements and appurtenances thereunto appertaining, and all water, water rights, ditches and ditch rights,

SUBJECT TO rights of way and easements of record or in use, and SUBJECT TO reservations and restrictions of record.

THE TITLE GUARANTY COMPANY OF WYOMING, INC
FORM 4½ C

6-97

This Instrument Filed for Record on the
7th day of June, 1980 at 1:43 o'clock P. M.
and Recorded in Book 32 of Misc.
Page 697
NO. 180012
Lou J. Yoke
County Clerk
by Dorothy M. Lewis

MORTGAGE DEED

VERN A. BUTLER AND CLARIS L. BUTLER, Husband and Wife

mortgagor s, of SUBLETTE County, State of WYOMING, to secure the payment of Twenty One Thousand Five Hundred and no/100 ($21,500.00) Dollars, due

with interest thereon at the rate of 9 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable in installments of $5,000.00 plus 9% interest on balance to be paid June 10, 1981. Remaining $16,500.00 principal and additional 9% interest to be paid June 10, 1982.

in accordance with the provisions of that certain promissory note, dated, hereby mortgage and warrant to mortgagee, THE TITLE GUARANTY COMPANY OF WYOMING, INC., A Wyoming Corporation, 537 S. Center, Casper, Wyoming 82601

of NATRONA County, State of WYOMING the following described real estate, situated in the County of SUBLETTE, in the State of Wyoming, to-wit:

LOT 4, BLOCK 3, COOLEY FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, to pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in a sum not less than Twenty One Thousand Five Hundred Dollars ($ 21,500.00 by such insurance as mortgagee may approve, with the proceeds thereof made payable to mortgagee. If mortgagors fail to pay such taxes or assessments or fail to keep the premises insured, mortgagee may pay the same and may insure the premises, and all sums paid by mortgagee for such purposes shall be added to and considered as a part of the indebtedness and shall draw interest at the same rate.

If default occurs in the payment of the indebtedness or in the payment of any installment thereof, or if default occurs in any of the covenants and agreements hereof, then the whole indebtedness shall, at mortgagee's option, become due and payable forthwith, and mortgagee may foreclose this mortgage either by advertisement and sale of the premises as provided by statute, or by an action in equity. Out of the proceeds of any foreclosure sale, mortgagee shall retain or receive all sums due to it hereunder, and costs of foreclosure and sale, including attorney fees in an amount equal to ten percent of the indebtedness remaining unpaid at the time of such sale, the same to be taxed as costs in any equitable action brought to foreclose this mortgage.

To fully assure mortgagee the benefit of the security interest in the premises granted to it hereunder, mortgagors hereby assign to mortgagee all rents hereafter payable for the use and occupancy of the premises by any person in possession thereof with mortgagors' consent. If default occurs in any of the covenants and agreements herein contained, whether or not mortgagee elects to foreclose this mortgage on account thereof, mortgagee shall at once be entitled, and is hereby authorized, to collect the rents from the premises and to apply the same to the payment of the indebtedness secured hereby until such default is remedied.

In the event of foreclosure of this mortgage upon default, mortgagee shall be entitled to the possession and enjoyment of the premises and the incident rents, issues, and profits thereof from the time of such default and for and during the pendency of foreclosure proceedings and the period of redemption, if any. If mortgagors should fail to surrender such possession to mortgagee promptly upon its request therefor, mortgagee may compel delivery thereof by an ejectment action or other civil proceeding appropriate to that purpose. Furthermore, and in addition to the remedies otherwise provided for in this mortgage and by law, and as a matter of right, without regard to the solvency or insolvency of mortgagors, the value of the premises, or the sufficiency thereof to discharge the indebtedness and costs of foreclosure and sale, mortgagee shall be entitled to a receiver for the premises and the rents, issues and profits thereof from the time of default to the expiry of any redemptive period provided by law. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application, without notice, notice being hereby waived and the appointment of a receiver upon such application being hereby consented to by mortgagors.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS our hand s this 7th day of June, 19 80

Vern A. Butler

Attest Seal

Claris L. Butler

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Vern A. Butler and Claris L. Butler, Husband and Wife

this 7th day of JUNE, 19 80

Witness my hand and official seal.

My Commission Expires: July 28, 1980

Edwin R. Adams
Notary Public

Edwin R. Adams • Notary Public
County
My Commission [redacted] July 28, 1980

MORTGA[redacted]ED—FORM NO. 4½ [redacted] T[redacted]NY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FOOTHILLS DEVELOPMENT INC., A Wyoming Corporation,

mortgagor..., of Sublette County, State of Wyoming, to secure the payment of Three Hundred Twenty Thousand and No/100 - - - - - Dollars, due 11/29/80 with interest from date at the rate of New York/prime per cent per annum, payable at maturity ~~annually~~ evidenced by one promissory note..., of even date herewith,

...do... hereby mortgage to FIRST WYOMING BANK, N. A., Kemmerer

mortgagee, whose address is Kemmerer, Wyoming 83101

...the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

An undivided 1/2 interest in and to the following:

Township 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming

Section 19: Lots 2, 3 and 4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$;

Township 35 North, Range 111 West of the 6th P.M., Sublette County, Wyoming

Section 13: $SW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$;
Section 14: $S\frac{1}{2}S\frac{1}{2}$;
Section 22: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$ EXCEPT that part of the $NW\frac{1}{4}NW\frac{1}{4}$ described in that certain warranty deed from Ralph Eugene Pfisterer and Ellanora M. Pfisterer, husband and wife, to the State Highway Commission of Wyoming, recorded July 11, 1972 in Book 15 of Deeds, page 564; $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ EXCEPT that part of the $NE\frac{1}{4}SE\frac{1}{4}$ described in that certain Agreement for Warranty Deed executed by and between Ellanora M. Pfisterer, a single woman, as Vendor, and Kent Snidecor and Cheryl Snidecor, husband and wife, as Vendees, recorded October 2, 1978, in Book 34 of Misc., page 525;
Section 23: $N\frac{1}{2}N\frac{1}{2}$;
Section 24: $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $NW\frac{1}{4}$, $SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ and a tract of land in the $SW\frac{1}{4}SW\frac{1}{4}$ described as lying north and east of, and adjacent to a diagonal line drawn from the Northwest corner to the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$.

The mortgagor S agree... to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee..., and in case the mortgagor... shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee... may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee... its ...legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 14th day of June A. D. 1980.

~~In Witness Whereof~~ SEAL

FOOTHILLS DEVELOPMENT INC., A Wyo. Corp.

ATTEST: [signature] Secretary

By [signature] President

Incl Bill of Sale

RECORDED June 16, 1980 4:20 P.M.
IN BOOK 34 Misc. PAGE 698
FEES $6.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
[signature]

Includes Release of 664

698

State of Wyoming)
County of Sublette) ss.

The foregoing instrument was acknowledged before me by JOHN M. SULENTA AS President, and GRACE E. SULENTA AS Secretary of FOOTHILLS DEVELOPMENT, INC., this 16 day of June, 1980.

Witness my hand and official seal.

Signature
Notary Public

Title of Officer

My Commission Expires: October 25, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
County of) ss.

This instrument was filed for record at o'clock M., on the day of A. D. 19 and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

Rel
BK 10
Pg 677

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Richard R. Zeigler and Nancy Zeigler, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Seventeen Thousand Four Hundred and No/100- - - - - Dollars, due Sept. 1, 1982 with interest from Sept. 1, 1979 at the rate of 8 per cent per annum, payable annually evidenced by One promissory note, of even date herewith,

Richard R. Zeigler and Nancy Zeigler do hereby mortgage to J.C. Hopkins & Helen M. Hopkins, husband and wife; and Marvin D. Hopkins & Alice Eilene Hopkins, husband and wife,

mortgagee, whose address is Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the W½ NW¼ of Section 19, T33N, R108W, of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point on the centerline of County Road 23-109, said point being S89°-38'E, a distance of 943.80 feet from the West Quarter Corner of said Section 19, thence from said point of beginning N00°-26'E, a distance of 856.00 feet; thence S89°-38'E, a distance of 206.25 feet; thence N00°-26'E, a distance of 400 feet; thence S89°-38'E, a distance of 206.25 feet; thence S00°-26'W, a distance of 1256 feet; thence N89°-38'W along the centerline of said County Road 23-109, a distance of 412.5 feet to the point of beginning; said tract contains 10.00 acres, more or less.

SUBJECT TO easements and rights of way of record or in use,
SUBJECT TO reservations and restriction of record.

180059

RECORDED June 11, 1980 12:15 PM
IN BOOK 32 Mtg PAGE 700
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING by Dorothy McClure

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than No Dollars during the life of this mortgage, in favor of and payable to the mortgagee S, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee S may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee S their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said state.

Dated this 6 day of June A. D. 19 80.

In the presence of

Richard R. Zeigler

Nancy Zeigler

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Richard R. Zeigler and Nancy Zeigler

this 6 day of June, 1980.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission expires February 22, 1983

My Commission Expires:

NOTARY PUBLIC
SUBLETTE COUNTY

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of ---------- } ss.

This instrument was filed for record at ----------

o'clock ---------- M., on the ----------

day of ---------- A. D. 19----

and duly recorded in Book ----------

on Page ----------.

County Clerk and Ex-Officio Register of Deeds.

By ----------
Deputy Clerk

No. ---------- Fees, $----------

12/